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NEW DELHI, SATURDAY, SEPTEMBER 22, 1990/BHADRA 31, 1912

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में
रखा जा सके

Separate Paging is given to this Part in order that it may be filed as
a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii) PART II—Section 3—Sub-Section (ii)

(रक्षा मंत्रालय को छोड़ कर) भारत सरकार के मंत्रालयों द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएँ
Statutory Orders and Notifications issued by the Ministries of the Government of India other than
the Ministry of Defence)

गृह मंत्रालय
(आन्तरिक सुरक्षा विभाग)
(पुनर्वास प्रभाग)

नई दिल्ली, 9 अगस्त, 1990

का.आ. 2478:- केन्द्रीय सरकार की यह राय है कि
मध्य प्रदेश, बिहार, उड़ीसा, पंजाब, हरियाणा, गुजरात,
हिमाचल प्रदेश, पश्चिम बंगाल, महाराष्ट्र, आन्ध्र प्रदेश, तमिल-
नाडु, कर्नाटक, केरल, राजस्थान, उत्तर प्रदेश राज्यों और
दिल्ली संघ राज्य क्षेत्र में इससे उपाबद्ध अनुसूची, में विशिष्ट
निष्क्रान्त सम्पत्तियों का सार्वजनिक प्रयोजन के लिए अर्जन
करना आवश्यक है। इस प्रयोजक का संबंध विस्थापित व्यक्तियों
की राहत और पुनर्वास से है जिसमें ऐसे व्यक्तियों को प्रतिकर
का संदाय करना भी शामिल है।

अतः अब विस्थापित व्यक्ति (प्रतिकर और पुनर्वास)
अधिनियम 1954 (1954 का 44) की धारा 12 द्वारा

प्रदत्त शक्तियों का प्रयोग करते हुए यह अधिसूचित किया
जाता है कि केन्द्रीय सरकार ने इससे उपाबद्ध अनुसूची में
विनिर्दिष्ट निष्क्रान्त सम्पत्तियों का अर्जन करने का विनिश्चय
किया है और उक्त सम्पत्तियों का अर्जन करती है।

अनुसूची

मध्य प्रदेश, बिहार, उड़ीसा, पंजाब, हरियाणा, गुजरात,
हिमाचल प्रदेश, पश्चिम बंगाल, महाराष्ट्र, आन्ध्र प्रदेश,
तमिलनाडु, कर्नाटक, केरल, राजस्थान, उत्तर प्रदेश, के राज्यों
तथा दिल्ली संघ राज्य क्षेत्र में सभी निष्क्रान्त सम्पत्तियों
जो विभाजन में अभिरक्षक के हिस्से में आवंटित की गई हैं
या जो निष्क्रान्त हित (पृथक्करण) अधिनियम, 1951 (1951
का 64) की धारा 11 के अधीन 30 जून, 90 तक, उक्त
अधिनियम के उपबंधों के अधीन मक्षम अधिकारी के न्याय
निर्णयन के परिणामस्वरूप, अभिरक्षक, में निहित हो गई है
अथवा जो 30 जून, 90 तक उक्त अधिनियम की धारा 9
की उपधारा (2) के अधीन बंधक के निर्वाचन के फलस्वरूप

अभिरक्षक में अन्यथा निहित हो गई है, और जितनी बाबत कोई अपील नहीं की गई है, और यदि फाइल की भी गई है तो उन्हें अपील अधिकारी द्वारा रद्द कर दिया गया है।

[संख्या 12(1)/83-एस. एस.-1/सि.]

कुलदीप राय, उप सचिव

MINISTRY OF HOME AFFAIRS

(Department of Internal Security)

(Rehabilitation Division)

New Delhi, the 9th August, 1990

S.O. 2478.—Whereas the Central Government is of opinion that it is necessary to acquire the evacuee properties specified in the Schedule hereto annexed in the States of Madhya Pradesh, Bihar, Orissa, Punjab, Haryana, Gujarat, Himachal Pradesh, West Bengal, Maharashtra, Andhra Pradesh, Tamil Nadu, Karnataka, Kerala, Rajasthan, Uttar Pradesh and the Union Territory of Delhi for public purpose, being a purpose connected with the relief and rehabilitation of displaced persons, including payment of compensation to such persons ;

Now, therefore, in exercise of the powers conferred by section 12 of the Displaced Persons (Compensation and Rehabilitation) Act, 1954 (44 of 1954), it is notified that the Central Government has decided to acquire and hereby acquires the evacuee properties specified in the Schedule hereto annexed.

SCHEDULE

All evacuee properties in the States of Madhya Pradesh, Bihar, Orissa, Punjab, Haryana, Gujarat, Himachal Pradesh, West Bengal, Maharashtra, Andhra Pradesh, Tamil Nadu, Karnataka, Kerala, Rajasthan, Uttar Pradesh and the Union Territory of Delhi which have been allotted to the share of Custodian in partition or have vested in the Custodian under section 11 of the Evacuee Interest (Separation) Act, 1951 (64 of 1951), as a result of adjudication by the Competent Officer under the provisions of the said Act upto 30th June, 1990 or which have otherwise vested in the Custodian as a result of extinguishment of the mortgage under sub-section (2) of Section 9 of the said Act upto 30th June, 1990 and in respect of which no appeals have been filed, and if filed have been rejected by the Appellate Officer.

[No. 12(1)/83-SS. I/Settlement]
KULDIP RAI, Dy. Secy.

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 31 अगस्त, 1990

का.आ. 2479:— केन्द्रीय सरकार, दिल्ली, विशेष पुलिस स्थापन अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निम्नलिखित अपराध को ऐसे अपराध के रूप में विनिर्दिष्ट करती है जिसका अन्वेषण दिल्ली विशेष पुलिस स्थापन द्वारा किया जाना है, अर्थात् :-

- (क) भारतीय दंड संहिता (1860 का अधिनियम सं. 45) की धारा 331 के अधीन दंडनीय अपराध।
- (ख) ऊपर वर्णित एक या अधिक अपराधों के संबंध में या उनसे संसक्त प्रयत्न दुष्प्रचलन और पड़ोस तथा उन्हीं तथ्यों से उत्पन्न होने वाले वैसे ही संख्यबहार के अनुक्रम में किया गया या किए गए कोई अन्य अपराध।

[संख्या 228/18/90 एवीडी-III]

जी. सीतारामन, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSIONS

(Department of Personnel and Training)

New Delhi, the 31st August, 1990

S.O. 2479.—In exercise of the powers conferred by section 3 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government hereby specifies the following offence as the offence which is to be investigated by the Delhi Special Police Establishment, namely :—

- (a) "Offence punishable under section 331 Indian Penal Code (Act No. 45 of 1860)".
- (b) "Attempts, abetments and conspiracies in relation to or in connection with one or more of the offences mentioned above and any other offence or offences committed in the course of the same transaction arising out of the same facts.

[No. 228/18/90-AVD. III]
G. SITARAMAN, Under Secy.

वित्त मंत्रालय

(राजस्व विभाग)

नई दिल्ली, 24 अगस्त, 1990

का.आ. 2480:— केन्द्रीय सरकार राजभाषा (संघ के शासकीय प्रयोजनों के प्रयोग) नियम, 1976 के नियम 10 के उपनियम (4) के अनुसार में केन्द्रीय उत्पादन शुल्क तथा सीमा शुल्क बोर्ड के नीचे निम्न कार्यालय को, जिसके कर्मचारी बृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, अधिसूचित करती है :-

1. सीमा शुल्क समारोहलय, बम्बई,
- नवीन सीमा शुल्क भवन,
- बलार्ड इस्टेट, बम्बई-400038

[सं./2/90-प्रशा./फा० सं० इ 11017/1/89-प्रशा.-4क]
नरसेम लाल, अवर सचिव

MINISTRY OF FINANCE

(Department of Revenue)

New Delhi, the 24th August, 1990

S.O. 2480.—In pursuance of sub-rule (4) of Rule 10 of the official language (use for official purposes of the union) Rules, 1976 the Central Government hereby notifies the following office of the Central Board of Excise and Customs, the staff where of have acquired working knowledge of Hindi.

1. Collector of Customs,
New Customs House,
Ballard Estate,
Bombay-400038.

[No. 2/90-Admn./F. No. E-11017/1/89-Ad. IVA]
TARSEM LAL, Under Secy.

(आर्थिक कार्य विभाग)

(वैकिंग प्रभाग)

नई दिल्ली, 31 अगस्त, 1990

का.आ. 2481:—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय रिजर्व बैंक की सिफारिश पर केन्द्रीय

सरकार एतद्वारा घोषणा करती है कि उक्त अधिनियम की धारा 10(ख) की उपधारा (1) तथा (2) के उपबन्ध 1 अगस्त, 1990 से 30 सितम्बर, 1990 को दो माह की अवधि के लिए या नए अध्यक्ष और मुख्य कार्यपालक अधिकारी के कार्यभार ग्रहण करने पर, इसमें से जो भी पहले हो, धनलक्ष्मी बैंक लि., त्रिचूर पर लागू नहीं होंगे।

[संख्या 15/7/90-बी.ओ. III(i)]

(Department of Economic Affairs)

(Banking Division)

New Delhi, the 31st August, 1990

S.O. 2481.—In exercise of the powers conferred by section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of sub-sections (1) and (2) of section 10-B of the said Act, shall not apply to the Dhanalakshmi Bank Ltd., Trichur, for a period of two months from 1st August, 1990 to 30th September, 1990 or till the new Chairman and Chief Executive Officer takes charge, whichever is earlier.

[No. 15/7/90-B.O. III (i)]

का.आ. 2482:—बैंककार, विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिशों पर एतद्वारा घोषणा करती है कि उक्त अधिनियम की धारा 10(ख) की उपधारा (9) के उपबन्ध धनलक्ष्मी बैंक लिमिटेड, त्रिचूर पर 1 अगस्त, 1990 से 30 सितम्बर, 1990 तथा नए अध्यक्ष एवं मुख्य कार्यपालक अधिकारी की नियुक्ति होने तक, इनमें से जो भी पहले हो उस सीमा तक लागू नहीं होंगे तक जहां बैंक में दो महीने से अधिक की अवधि के वरन्त अध्यक्ष का कार्य करने के लिए कि व्यक्ति को नियुक्त करने की छूट प्राप्त है।

[संख्या 15/7/90-बी.ओ. III(ii)]

S.O. 2482.—In exercise of the powers conferred by section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on recommendations of the Reserve Bank of India, hereby declares that the provisions of sub-section (9) of section 10-B of the said Act, shall not, to the extent they preclude the bank from appointing a person to carry out the duties of a Chairman beyond a period exceeding two months, apply to the Dhanalakshmi Bank Ltd., Trichur from 1st August, 1990 to 30th September, 1990 or till the new Chairman and Chief Executive Officer takes charge, whichever is earlier.

[No. 15/7/90-B.O. III (ii)]

का.आ. 2483:—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर, एतद्वारा घोषणा करती है कि उक्त अधिनियम की धारा 19 की उपधारा (2) के उपबन्ध यूनाइटेड बैंक आफ इंडिया, पर 30 मई, 1991 की अवधि तक उस सीमा तक लागू नहीं होंगे, जहां तक उक्त संबंध गिरवीदार के रूप में मैसर्स भारत शीट मेटल इंडस्ट्रीज लिमिटेड में इसके शेयरों की धारिता से है।

[सं. 15/8/87-बी.ओ.-III]

प्राणनाथ, अवसर सचिव

S.O. 2483.—In exercise of the powers conferred by section 53 of the Banking Regulation Act, 1949 (10 of 1949), the Central Government, on the recommendation of the Reserve Bank of India, hereby declare that the provisions of sub-section (2) of section 19 of the said Act shall not apply to the United Bank of India, for a period upto 30th May 1991 insofar as they relate to its holding of the shares of M/s. Bharat Sheet Metal Industries Limited as pledgee.

[No. 15/8/87-B.O. III]

PRAN NATH, Under Secy.

नई दिल्ली, 3 सितम्बर, 1990

का.आ. 2484:—भारतीय औद्योगिक विकास बैंक अधिनियम, 1964 (1964 का 18) की धारा 6 की उपधारा (1) के खण्ड (ग) के उपखण्ड (ii) के अनुसरण में केन्द्रीय सरकार एतद्वारा श्री एन.ए. देव, अध्यक्ष, भारतीय यूनिट ट्रस्ट, बम्बई को श्री एन.जे. कंपानी के स्थान पर भारतीय औद्योगिक विकास बैंक का निदेशक नामित करती है।

[संख्या एक. 7/2/90-बी.ओ. I(1)]

New Delhi, the 3rd September, 1990

S.O. 2484.—In pursuance of sub-clause (ii) of clause (c) of sub-section (1) of Section 6 of the Industrial Development Bank of India Act, 1964 (18 of 1964), the Central Government hereby nominates Shri S. A. Dave, Chairman, Unit Trust of India Bombay, as the Director of the Industrial Development Bank of India vice Shri M. J. Pherwani.

[No. F. 7/2/90-BO. I (1)]

का.आ. 2485:—भारतीय औद्योगिक विकास बैंक अधिनियम, 1964 की धारा 6 की उपधारा (1) के खण्ड (ग) के उपखण्ड (ii) के अनुसरण में केन्द्रीय सरकार निम्नलिखित व्यक्तियों को भारतीय औद्योगिक विकास बैंक के निदेशक के रूप में नामित करती है:

(1) श्री एन.एन. गोइपोरिया, अध्यक्ष, भारतीय स्टेट बैंक, बम्बई।

(2) श्री एन.एम. मिस्त्री, अध्यक्ष और प्रबन्ध निदेशक, सेंट्रल बैंक आफ इंडिया, बम्बई।

[संख्या 7/2/90-बी.ओ. I(2)]

के.पी. पाण्डियन, उप सचिव

S.O. 2485.—In pursuance of sub-clause (iv) of clause (c) of sub-section (1) of section 6 of the Industrial Development Bank of India Act, 1964, the Central Government hereby nominates the following persons as Directors of Industrial Development Bank of India :—

(i) Shri M. N. Goiporia, Chairman, State Bank of India, Bombay.

(ii) Shri N. M. Misfry, Chairman and Managing Director Central Bank of India, Bombay.

[F. No. 7/2/90-BO. (2)]

K. P. PANDIAN, Dy. Secy.

वाणिज्य मंत्रालय

नई दिल्ली, 20 अगस्त, 1990

(खंड निदेशक)

का.आ. 2486:—केन्द्रीय सरकार, खंड अधिनियम 1947 (1947 का 24) की धारा 4 की उपधारा (3) के

खंड (क) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, श्रीमती जे. ललिताम्बिका, आई.ए.एस. (के.एल. : 66) को 19 जुलाई, 1990 (पूर्वाह्न) में रबड़ बोर्ड, कोट्टायम का अध्यक्ष नियुक्त करती है।

[फा.सं. 21/15/83-प्लांट 'बी']

सी.ए. भास्करन, अवर सचिव

MINISTRY OF COMMERCE

New Delhi, the 20th August, 1990

(RUBBER CONTROL)

S.O. 2486.—In exercise of the powers conferred by clause (a) of sub-section (3) of section 4 of the Rubber Act, 1947 (24 of 1947), the Central Government hereby appoints Smt. J. Lalithambika, IAS (KL : 66), as Chairman of the Rubber Board, Kottayam with effect from the 19th July, 1990 (Forenoon).

[File No. 21/15/83-Plant 'B']

C. A. BHASKARAN, Under Secy.

(मुख्य नियंत्रक आयात-निर्यात का कार्यालय)

आदेश

नई दिल्ली, 4 अगस्त, 1990

का.आ. 2487.—मैसर्स रेवती, सी.पी., इक्विपमेंट लिमिटेड, पो.पी. रोड मुमुसचपट्टी पोस्ट, कोयंबटूर-641021 को सामान्य मुद्रा क्षेत्र के अंतर्गत परिशिष्ट-3क की मदों (संलग्न सूची के अनुसार आयात के लिए 73,04,050 रुपये (तिहत्तर लाख चार हजार, पचास रुपये मात्र) का एक आयात लाइसेंस सं. पी/डी/2278521 दिनांक 12-9-89 प्रदान किया गया था।

2. फर्म ने उक्त लाइसेंस की सीमाशुल्क प्रयोजन प्रति और विनिमय प्रयोजन की अनुमिति प्रति जारी करने के लिए इस आधार पर आवेदन किया है कि लाइसेंस की मूल सीमाशुल्क प्रयोजन प्रति और विनिमय प्रयोजन प्रति खो गई या गुम हो गई है। आगे यह भी बताया गया है कि लाइसेंस मद्रास एयर कार्गो कम्प्लेक्स स्थित सीमाशुल्क अधिकारी के पास पंजीकृत था और उसका आंशिक उपयोग किया गया था।

3. अपने तर्क के समर्थन में लाइसेंसधारक ने नोटरी पब्लिक, जवांस भवन, जिवा इन्फ्राम्बटूर-641018 के समक्ष विधिवत शपथ लेकर स्टाम्प पेपर पर एक हल्कनामा पेश किया है। तदनुसार में सन्तुष्ट हूँ कि आयात लाइसेंस सं. पी./डी/2278521, दिनांक 12-9-89 की मूल सीमाशुल्क प्रति और विनिमय प्रयोजन प्रति फर्म से खो गई है या गुम हो गई है। यथासंशोधित आयात (नियंत्रण) आदेश, 1955, दिनांक 7-12-1955 की उपधारा 9 (ग) के अंतर्गत प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स रेवती सी.पी. इक्विपमेंट लिमिटेड लाइसेंस सं. पी/डी/2278521, दिनांक 12-9-89 की मूल सीमाशुल्क प्रयोजन प्रति और विनिमय प्रयोजन प्रति को एतद्वारा रद्द किया जाता है।

4. उक्त लाइसेंस की सीमाशुल्क प्रयोजन प्रति और विनिमय नियंत्रण प्रयोजन प्रति को पाति पार्टी को अलग से जारी की जा रही है।

[सं. सप्ल/एन एस-8/1063/डी जीटीडी/एम-90/एसएलएस]

(Office of the Chief Controller of Imports and Exports)

ORDER

New Delhi, the 4th September, 1990

S.O. 2487.—M/s. Revathi-CP Equipment Ltd., Pollachi Road, Malmachampatti Post, Coimbatore-641021 were granted an import licence No. P/D/2278521 dated 12-9-89 for Rs. 73,04,050 (Rupees Seventy Three Lakhs Four Thousands and Fifty only) for import of Appendix-3/A items (as per list attached) under GCA.

The firm has applied for issue of Duplicate Copy of Customs Purpose Copy and Exchange Purpose Copy of the above mentioned Licence on the grounds that the Customs Purpose and Exchange Purpose Copy of the licence have been lost or misplaced. It has further been stated that the Licence was registered with the Custom House at Madras Air Cargo Complex and utilised partly.

In support of their contention, the licensee has filed an affidavit on stamped paper duly sworn in before a Notary Public Coimbatore Distt. Jawans Bhavan, Coimbatore-641018. I am accordingly satisfied that the original Customs copy and Exchange Copy of Import Licence No. P/D/2278521 dated 12-9-89 has been lost or misplaced by the firm. In exercise of the powers conferred under Sub-Clause 9(cc) of the Import (Control) Order 1955 dated 7-12-1955 as amended the said Original Customs Copy and Exchange Copy of Licence No. P/D/2278521 dated 12-9-89 issued to M/s. Revathi-CP Equipment Ltd. is hereby cancelled.

A duplicate Customs and Exchange Copy of the said licence is being issued to the party separately.

[No. Suppl/NS-8/1063/DGTD/AM. 90|SLS]

आदेश

का.आ. 2488.—मै. फॉरेन इक्विपमेंट लिमिटेड, ऑरंगाबाद, महाराष्ट्र को जी सी ए के अंतर्गत बिफ्री बाद सेवा के लिए अनिवार्य पुर्जों के आयात के लिए 5,66,000 रुपये (पांच लाख छियासठ हजार रुपये मात्र) की एक आयात लाइसेंस सं. पी/डी/2279521 दिनांक 27-3-90 दिया गया था।

2. फर्म ने यथावत लाइसेंस की अनुमिति प्रति जारी करने के लिए डा. प्रमाण पर आवेदन किया है कि मूल आयात लाइसेंस जो नष्ट है या गुम हो गया है। आगे यह भी बताया गया है कि आयात लाइसेंस किसी भी सीमाशुल्क अधिकारी के पास पंजीकृत नहीं कराया गया था और इस प्रकार सीमाशुल्क प्रयोजन प्रति के मूल का निष्कृत भी उपयोग नहीं किया गया है।

3. अपने तर्क के समर्थन में लाइसेंसधारी ने महाराष्ट्र राज्य नोटरी पब्लिक के समक्ष विधिवत शपथ लेकर एक हल्कनामा दाखिल किया है। तदनुसार, मैं सन्तुष्ट हूँ कि मूल आयात लाइसेंस सं. पी/डी/2279521, दिनांक 27-3-90 फर्म से खो गया है या गुम हो गया है। यथासंशोधित आयात (नियंत्रण) आदेश 1955 दिनांक 7-12-1955 की उपधारा 9 (ग) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मै. फॉरेन इक्विपमेंट लिमिटेड

को जारी उक्त लाइसेंस सं. पी/डी/2279521, दिनांक 27-3-90 को एतद्वारा निरस्त किया जाता है।

4. लाइसेंस की अनुलिपि प्रति पार्टी को अलग से जारी की जा रही है।

[सं. सप्ली/एन. एस. 17/2308/डी जॉटो डी/ए एम 90/एस. एल. एम.]

ORDER

S.O. 2488.—M/s. Fouress Engineering India Ltd., Aurangabad, Maharashtra were granted an import licence No. P/D/2279521 dated 27-3-90 for Rs. 5,06,000 (Rupees Five Lakh and sixty six thousand only) for import of spares for after sales service under GCA.

2. The first has applied for issue of Duplicate copy of import licence on the ground that the original import licence has been lost or misplaced. It has further been stated that the import licence was not registered with any Customs Authority and as such the value of Customs Purposes copy has not been utilised at all.

3. In support of their contention, the licensee has filed an affidavit on stamped paper duly sworn in before a Notary Public Maharashtra State. I am accordingly satisfied that the original import licence No. P/D/2279521 dated 27-3-90 has been lost or misplaced by the firm. In exercise of the powers conferred under sub-clause 9(cc) of the Import (Control) Order, 1955 dated 7-12-1955 as amended the said original import licence No. P/D/2279521 dated 27-3-90 issued to M/s. Fouress Engineering India Ltd., is hereby cancelled.

4. A duplicate import licence is being issued to the party separately.

[No. Suppl/NS-17/2308/DGTD/AM-90/SLS]

आदेश

कां.आ. 2489 — मैसर्स फोरस इंजीनियरिंग (इंडिया) लिमिटेड, औरंगाबाद महाराष्ट्र को जी सी ए के तहत परिशिष्ट-3 की मदों के आयात के लिए रु. 22,28,000/(बाइस लाख बीस अठ्ठाईस हजार रुपये मात्र) का आयात लाइसेंस सं. पी/डी/2279543, दिनांक 28-3-90 प्रदान किया गया था।

2. फर्म ने आयात लाइसेंस की अनुलिपि प्रति जारी करने का इस आधार पर आवेदन किया है कि मूल आयात लाइसेंस खो गया या अधातस्थ हो गया है। आगे यह बताया गया है कि आयात लाइसेंस किसी भी शुल्क प्राधिकारी के पास पंजीकृत नहीं कराया गया था और इस प्रकार सीमा शुल्क प्रयोजन प्रति क मूल्य का कुछ भी उपयोग नहीं किया गया है।

3. अपने वकील के माध्यम से लाइसेंस धारक ने नोटरी पब्लिक, महाराष्ट्र राज्य के सम्मुख विधिवत रूप से स्टांप पेपर पर एकपक्षाभा प्रस्तुत किया है। मैं तदनुसार, सन्तुष्ट हूँ कि मूल आयात लाइसेंस सं. पी/डी/2279513 दिनांक 28-3-90 फर्म से खो गया है या अधातस्थ हो गया है। यथार्थोक्ति आयात (नियंत्रण) आदेश, 1955 दिनांक 7-12-1955 की उपधारा 9 (ग) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, मैसर्स फोरस इंजीनियरिंग (इंडिया) लिमिटेड को जारी उक्त मूल आयात लाइसेंस सं. पी/डी/2279513 को एतद्वारा रद्द किया जाता है।

4. आयात लाइसेंस की अनुलिपि प्रति पार्टी को अलग से जारी की जा रही है।

[सं. सप्ली/एन एस-17/2200/डी जॉटी डी/ए एम-90/एसएलएम]

सं. कुजूर, उप मुख्य नियंत्रक, आयात-निर्यात

ORDER

S.O. 2489.—M/s. Fouress Engineering (India) Ltd., Aurangabad, Maharashtra were granted an import licence No. P/D 2279543 dated 28-3-1990 for Rs. 22,28,000 (Rupees Twenty two lakhs and twenty eight thousand only) for import of Appendix 3-A items under GCA.

2. The firm has applied for issue of Duplicate copy of import licence on the ground that the original import licence has been lost or misplaced. It has further been stated that the import licence was not registered with any Customs Authority and as such the value of Customs Purpose copy has not been utilised at all.

3. In support of their contention, the licensee has filed an affidavit on stamped paper duly sworn in before a Notary Public Maharashtra State. I am accordingly satisfied that the original import licence No. P/D/2279543 dated 28-3-90 has been lost or misplaced by the firm. In exercise of the powers conferred under sub-clause 9(cc) of the Import (Control) Order, 1955 dated 7-12-1955 as amended the said original import licence No. P/D/2279543 dated 28-3-90 issued to M/s. Fouress Engineering (India) Ltd., is hereby cancelled.

4. A duplicate import licence is being issued to the party separately.

[No. Suppl./NS-17/2200/DGTD/AM-90/SLS]

S. KUJUR, Dy. Chief Controller of Imports and Exports

आदेश

नई दिल्ली, 4 मितम्बर, 1990

का.आ. :—2490 मैसर्स जीन्द स्टड फार्म, गोविन्दपुरा, जीन्द-2(हरियाणा) को आयात और निर्यात नीति (खण्ड-1) 1988-91 के पैरा 103(1) के तहत सांड घोड़े का आयात करने के लिए 7,00,000 रुपये (सात लाख रुपये मात्र) मूल्य का आयात लाइसेंस सं. पी/पी/0351351353 अंतर किया गया था।

2. पार्टी ने ऊपर उल्लिखित लाइसेंस की अनुलिपि जारी करने का इस आधार पर अनुरोध किया है कि उनसे मूल लाइसेंस गुम हो गया है। अपनी दलील के समर्थन में मैसर्स जीन्द स्टड फार्म, जीन्द ने आयात-निर्यात प्रक्रिया पुस्तक 1999-93 के पैरा 77 के अनुसार यथाश्रयित एक प्रथम पत्र भी दाखिल किया है। उक्त शायपत्र में उन्होंने कहा है कि उनसे मूल लाइसेंस गुम हो गया है और उक्त किसी भी पत्र पर पंजीकृत नहीं कराया गया है। लाइसेंस की अनुलिपि की प्रति मूल लाइसेंस की समस्त (अनुरोध अर्थात् 7,00,000) रूप मात्र के लिए अग्रहित है। मै. जीन्द स्टड फार्म जीन्द इस बात से सहमत है और बचन दिया है कि यदि उक्त लाइसेंस बाद में मिल गया तो वे उसे इस कार्यालय को रिकार्ड के लिए लौटा देंगे।

3. मैं इस बात से संतुष्ट हूँ कि मूल लाइसेंस पी/पी/0351353, दिनांक 06-12-89 गुम हो गया है।

यथा संशोधित आयात नियंत्रण आदेश, 1955, दिनांक 7-12-55 की उपधारा 9(घ) के अंतर्गत प्रदत्त अधिकारों का प्रयोग करते हुए मैं एतद्वारा आयात लाइसेंस सं. पी.पी./351353, दिनांक 6-12-89 को रद्द किए गए मूल लाइसेंस के बदले में रद्द करती हूँ। पार्टी को आयात लाइसेंस की अनुलिपि जारी की जा रही है।

[फाइल सं. 4/21/एएम-90/एल एस]

श्रीमती माया दे० केम, उप मुख्य नियंत्रक,
आयात-निर्यात

कृते मुख्य नियंत्रक, आयात-निर्यात

ORDER

New Delhi, the 4th September, 1990

S.O. 2490.—M/s. Jind Stud Farm, Govindpura, Jind-2 (Haryana) were granted an Import Licence No. P/P/0351353 dated 6-12-89 for Rs. 7,00,000 (Rupees Seven Lakhs Only) for Import of a Stallion Under Para 103(i) of Import and Export Policy (Vol. 1) 1988—91.

2. The Party has applied for issue of duplicate copy of the above mentioned licence on the ground that the original licence has been lost by them. In support of their contention, M/s. Jind Stud Farm, Jind have filed an affidavit as required in Para 77 of Hand Book of Import and Export Procedures 1990—93. In the affidavit, they have stated that they have lost the original licence and the same has not been registered in any of the Ports. The duplicate licence is required for the entire amount of the original licence i.e. for Rs. 7,00,000 only. M/s. Jind Stud Farm, Jind agrees and undertakes to return the said licence to this office for record if traced later on.

3. I am satisfied that the Original licence No. P/P/0351353 dated 6-12-89 has been lost. In exercise of the powers conferred under Sub-clause 9(d) of Import Control Order, 1955 dated 7-12-1955 as amended, hereby cancel the Import Licence No. P/P/0351353 dated 6-12-89. A duplicate Import Licence is being issued to the Party in lieu of the original licence cancelled hereby.

[File No. 4/21/AM-96/ALS]

Mrs. MAYA D. KEM, Dy. Chief Controller
of Imports and Exports
for Chief Controller of Imports and Exports

आदेश

नई दिल्ली, 11 सितम्बर, 1990

का.आ. 2491 :—मै. रिलायन्स इंडस्ट्रीज लिमिटेड, मेकर चैम्बर-4, तृतीय तल, नारामन प्वाइन्ट बम्बई-21 को सुक्त विदेशी मुद्रा के अंतर्गत आटोमैटिक वाइंडर असेम्बलीज इत्यादि के आयात के लिए रुपए 2,23,53,600/- (दो करोड़, तेईस लाख, त्रेपन हजार, छः सौ रुपये मात्र) का एक आयात लाइसेंस सं. पी/सी जी/2124721 दिनांक 13-4-89 दिया गया था।

2. फर्म ने उक्त आयात लाइसेंस की विनिमय नियंत्रण प्रयोजन प्रति की दूसरी प्रति जारी करने का आवेदन इस आधार पर किया है कि मूल विनिमय नियंत्रण प्रयोजन प्रति खो गई है या गुम हो गई है। आगे यह भी बताया गया है कि विनिमय नियंत्रण प्रति

को किसी भी सीमाशुल्क प्राधिकारी के पास पंजीकृत नहीं कराया गया था और सीमा शुल्क प्रयोजन प्रति का आंशिक उपयोग होने के उपरान्त उस पर रु. 1,46,47,520 (एक करोड़, छप्पन लाख, सैंतालीस हजार, पांच सौ बीस रुपये मात्र) का उपयोग करना शेष है।

3. अपने तर्क के समर्थन में लाइसेंसधारी ने नोटेरी पब्लिक बम्बई के समक्ष विधिवत शपथ लेकर स्टाम्प पेपर पर एक शपथपत्र दाखिल किया है। तदनुसार मैं सन्तुष्ट हूँ कि फर्म से आयात लाइसेंस सं. पी/पी जी/2124721, दिनांक 13-4-89 की मूल प्रति खो गई या गुम हो गयी है। यथा संशोधित आयात (नियंत्रण) आदेश, 1955 दिनांक 7-12-1955 के उपखंड 9 (गग) के अंतर्गत प्रदत्त शक्तियों का प्रयोग करते हुए मै. रिलायन्स इंडस्ट्रीज लिमिटेड बम्बई को जारी की गई 13-4-89 की उक्त मूल विनिमय नियंत्रण प्रति सं. पी/सी जी/2124721 एतद्वारा रद्द की जाती है।

4. पार्टी को उक्त लाइसेंस की विनिमय नियंत्रण प्रयोजन प्रति की दूसरी प्रति अलग से जारी की जा रही है।

[सं. सी जी-2/टी डी एफ/125/88-89]

एस.के. भारद्वाज, उप मुख्य नियंत्रक,
आयात-निर्यात

ORDER

New Delhi, the 11th September, 1990

S.O. 2491.—M/s. Reliance Industries Ltd., Maker Chambers IV, Third Floor, Nariman Point, Bombay-21 were granted an Import licence No. P/CG/2124721 dated 13-4-89 for Rs. 2,23,53,600 (Rupees Two crores Twenty three lacs fifty three thousand and six hundred only) for import of Automatic Winder Assemblies etc. under free foreign exchange.

The firm has applied for issue of Duplicate copy of Ex. Control purposes copy of the above mentioned licence on the ground that the original exchange control copy of the licence has been lost or misplaced. It has further been stated that the exchange control copy of the licence was not registered with any Customs Authority and the value of Customs Purpose copy has been utilised partly leaving an unutilised balance of Rs. 1,56,47,520 (Rs. one crore, fifty six lacs, forty seven thousand, five hundred and twenty only).

2. In support of their contention, the licensee has filed an affidavit on stamped paper duly sworn in before a Notary Public Bombay. I am accordingly satisfied that the original copy of import licence No. P/CG/2124721 dated 13-4-89 has been lost or misplaced by the firm. In exercise of the powers conferred under sub-clause 9(cc) of the Import (Control) Order, 1955 dated 7-12-1955 as amended the said original Ex. Control copy No. P/CG/2124721 dated 13-4-89 issued to M/s. Reliance Industries Ltd., Bombay is hereby cancelled.

3. A duplicate Exchange control copy of the said licence is being issued to the party separately.

[No. CG. II/TDF/125/88-89]

S. K. BHARDWAJ, Dy. Chief Controller of
Imports and Exports

निम्न आदेश

हैदराबाद, 14 अगस्त, 1990

विषय : मैसर्स मुद्देरेस्वर ग्रेनेट एक्सपोर्ट्स, पालमनेर्स, चित्तूर
आ.प्र. के पक्ष में जारी किये गये आयात लाइसेंस
सं. पी/सीजी/2108279 दिनांक 31-3-89 की मुद्रा
विनिमय प्रति को रद्द करने का आदेश।

का.आ. 1492—मैसर्स मुद्देरेस्वर ग्रेनेट एक्सपोर्ट्स, पालमनेर्स,
चित्तूर, आ.प्र. को, (1) बरसंटी अलकवाहन मल्टिब्लेड ग्रेनेट
फार ग्रेनेट 127 ब्लेड्स विद आल एक्सेसरीज-1 नं. (2)
ब्रिज पोलिशिंग मशीन विद टू हेड्स विद आल
एक्सेसरीज-1 नं. (3) आयात एवं निर्यात नीति 1988-91
के पुर्ज, आयात करने के लिए रु. 15,92,864 के लिए
आयात लाइसेंस सं. पी/सीजी/2108279 दिनांक
31-3-89 जारी किया गया था।

उन्होंने मुद्रा विनिमय प्रति की किसी भीमा शुल्क
प्राधिकारी के यहां पंजीकरण करने से पूर्व ही गलत जगह
पर रख देने के कारण उसकी दूसरी प्रति के लिए
आवेदन किया है।

इसके समर्थन में आवेदक ने मोहर युक्त कागज पर
नोटरी के सम्मुख शपथ लेकर एक शपथ पत्र, प्रस्तुत किया
है।

मुझे संतुष्टि हुई है कि लाइसेंस सं. पी/सीजी/
2108279 दिनांक 31-3-89 की मुद्रा विनिमय

की मूल प्रति गलत जगह पर रख दी गई है और
आदेश देता हूं कि मुद्रा विनिमय प्रति को अनुलिपि
रु. 15,92,864 के लिए जारी किया जायें। लाइसेंस
सं. पी/सीजी/2108279 दिनांक 31-3-89 की मुद्रा विनिमय
प्रयोजन की मूल प्रति को इसके द्वारा रद्द किया जाता है।

[भिल्ल सं. 59/88/सीजी/एम-89/एसएसआई/हैद०]
बी. ए. कुलकर्णी, उप मुख्य नियंत्रक, आयात एवं निर्यात

CANCELLATION ORDER

Hyderabad, the 14th August, 1990

Subject.—Order for cancellation of Exchange Control Copy
of Import Licence No. P/CG/2108279 dated
31-3-89 issued in favour of M/s. Muddeereswara
Granite Exports, Palamaners, Chittoor, A.P.

S.O. 2492.—M/s. Muddeereswara Granite Exports, Pala-
maners, Chittoor, A.P. were granted an import licence No.
P/CG/2108279 dated 31-3-89 for Rs. 15,92,864 for Import
of (1) Barsanti Alcoin Multiblade grang saw for granite 127
blades with all accessories—1 No. (2) Bridge Polishing
machine with two heads with all accessories—1 NO. (3) Spares
of Import and Export policy 1988—91.

They have applied for the duplicate copy of Exchange
Control copy on the ground that they have misplaced without
having been registered with any Customs Authority.

In support of this the applicant has filed an affidavit on
stamped paper duly sworn in before Notary.

I am satisfied that the licence No. P/CG/2108279 dated
31-3-89 has been misplaced and direct that the duplicate
Exchange Control copy licence be issued for Rs. 15,92,864.
The original Exchange Control copy of Import licence No.
P/CG/2108279 dated 31-3-89 is cancelled.

[File No. 59/88/CG/AM-89/SSI/Hyd]
B. A. KULKARNI, Dy. Chief Controller of
Imports and Exports

इस्पात और खान मंत्रालय

(खान विभाग)

नई दिल्ली, 7 सितम्बर, 1990

का.आ. 2493—केन्द्रीय सरकार, सरकारी स्थान (अप्राधिकृत अधिभोगियों की बेदखली) अधिनियम, 1971
(1971 का 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, नीचे की मारणी के स्तम्भ (1) में उल्लिखित अधिकारी
को, जो सरकार के राजपत्रित अधिकारी की पंक्ति के समतुल्य अधिकारी हैं, उक्त अधिनियम के प्रयोजनों के लिये संपदा
अधिकारी नियुक्त करती है और आगे यह निवेश देती है कि उक्त अधिकारी उक्त मारणी के स्तम्भ (2) में विनिर्दिष्ट सरकारी
स्थानों की बाबत अपनी अधिकारिता की स्थानीय सीमाओं के भीतर उक्त अधिनियम द्वारा या उसके अधीन प्रदत्त शक्तियों
का प्रयोग और उस पर अधिरोपित कर्तव्यों का पालन करेगा।

सारणी

अधिकारी का पदाभिधान	सरकारी स्थान का श्रेणी और अधिकारिता की स्थानीय सीमाएं
(1)	(2)
(क) मोसाबनी खान समूह के लिये	
1. वरिष्ठ प्रबंधक (कार्मिक)	(यहां अनुबंध-1 में उल्लिखित व्यौरा शामिल करें)
2. उप सहायक प्रबंधक (प्रशासन)	
(ख) मऊभंडार कार्यशाला के लिये	
1. वरिष्ठ प्रबंधक (प्रशासन)	(यहां अनुबंध-2 में उल्लिखित व्यौरा शामिल करें)

1	2
(ग) गखा नाम्न परियोजना के लिये 1. प्रबंधक/(उप प्रबंधक) (कार्मिक)	(यहां अनुबंध-3 में उल्लिखित शर्तों में शामिल करें)
(घ) नेप्सो काटनाइट खान के लिये 1. सुरक्षा अधिकारी	(यहां अनुबंध-4 में उल्लिखित शर्तों में शामिल करें)

[सं 8(1)/ 9-घातु-3]
आर. चन्द्रमोहन, उप सचिव

अनुबंध-1

मोसाबनी स्थित कंपनी की भूमि का विवरण

	प्लॉट सं.	थाना सं.	क्षेत्रफल (एकड़)	अधिकार की प्रकृति
मोसाबनी कालोनी एवं खान स्थान	1335	162	147.3	अवाप्त भूमि
उ.—निजी भूमि	1493	"	6.36	"
द.—" "	1494 सड़क	"	0.37	"
पू.—" "	1511	"	28.95	"
प.—" "	1334	"	4.40	अनुज्ञात्मक कब्जा
	1446	"	0.03	"
	1447	"	0.03	"
	1462	"	0.38	"
	1515	"	0.24	"
	1279 अंश	"	1.54	निजी बंशोक्ता
	1281 "	"	0.23	"
	1282 "	"	0.22	"
	1283	"	0.32	"
	389	163	0.38	"
	428	"	54.25	अवाप्त भूमि
	385	"	0.43	अनुज्ञात्मक कब्जा
	412	"	28.12	"
	411 अंश	"	10.23	"
	1561	164	0.54	"
	1615	"	24.13	"
	1616	"	0.33	"
	1552 अंश	"	6.25	"
	1557	"	0.30	"
	1558	"	33.49	"
	1559	"	0.07	"
	1560	"	0.90	"
	1612	164	0.12	अनुज्ञात्मक कब्जा
	1613	"	0.17	"
	1614	"	1.15	"

	प्लॉट सं.	थाना सं.	क्षेत्रफल (एकड़)	अधिकार की प्रकृति
	1712	164	0.35	अनुशासनिक कब्जा
	1	166	31.72	अवाप्त भूमि
	21	"	19.10	"
	25	"	10.15	अनुशासनिक कब्जा
	35 अंश	"	0.20	अवाप्त भूमि
	40	"	42.86	"
	62	"	45.50	अवाप्त भूमि
	95	"	26.60	"
	280	"	0.04	"
	292 सड़क	"	0.16	"
	631	"	0.05	अनुशासनिक कब्जा
	632	"	0.15	"
	633	"	0.17	"
	635	"	0.04	"
	758	"	82.50	अवाप्त भूमि
	857	"	1.15	अनुशासनिक कब्जा
पोर्टर शीफ्ट एरिया	934 अंश	"	0.20	"
उ.—निजी भूमि	935 "	"	3.38	"
द.—खास भूमि	936 "	"	1.78	"
पू.—सड़क	2414 "	"	0.27	"
प.—खास भूमि				
विश्वियन शीफ्ट एरिया	2284	166	0.22	अनुशासनिक कब्जा
उ.—निजी भूमि	2285	"	0.03	"
द.—"				
पू.—"				
प.—सड़क				
ब्रिदिया वस्त पास एरिया	3953	"	0.63	"
उ.—निजी भूमि	2224 अंश	"	0.10	"
द.—"				
पू.—खास भूमि				
प.—"				
अमान शीफ्ट एरिया	2222 अंश	"	1.30	"
उ.—खास भूमि	2223 "	"	0.15	"
द.—"	3390 "	"	5.18	"
पू.—"				
प.—सड़क				
सैड फिलिंग स्टेशन एरिया	2717 अंश	166	9.00	अनुशासनिक कब्जा
उ.—निजी भूमि				
द.—खास भूमि				
पू.—सड़क				
प.—निजी भूमि				

	प्लॉट सं.	थाना सं.	क्षेत्रफल (एकड़)	अधिकार की प्रकृति
पंप स्टेशन एवं सैंड लीज	2909 अंश	1 66	4.32	अनुज्ञात्मक कब्जा
उ.—निजी भूमि	2905 "	"	5.30	"
द.—"	2910 "	"	0.07	"
पू.—नदी	2911	"	0.02	"
प.—निजी भूमि एवं नदी	2912	"	0.02	"
	2913	"	0.10	"
	2914	"	0.02	"
	2915	"	0.25	"
	1599 अंश	165	15.55	"
	1 "	168	19.57	"
(पुराना प्लॉट सं.)				
सैंड स्टॉक पाइल एरिया	1563	165	0.63	निजी बन्दोबस्त
उ.—खास भूमि	1654	"	0.07	"
द.—नदी	1565	"	0.29	"
पू.—सड़क	1566	"	1.08	"
प.—खास भूमि एवं नदी	1567	"	0.38	"
	1595	"	0.27	"
	1596	"	0.65	"
	1597	"	0.70	"
	1598	"	1.06	"
	1604 अंश	"	0.47	"
	1605 "	"	0.52	"
	1838	"	0.70	"
धोबरी फेल शैपट एरिया	1003	1096	0.06	अनुज्ञात्मक कब्जा
	1004 अंश	"	0.31	"
	1050	"	0.03	"
	1051	"	0.08	"
	1052 अंश	"	0.76	"
	सड़क	"	0.10	"
पाथरगोडा सं. 2 शैपट एरिया	1142	160	0.06	अनुज्ञात्मक कब्जा
उ.—खास भूमि				
द.—"				
पू.—"				
प.—"				
पाथरगोडा मन शैपट एरिया	1035 अंश	"	0.05	निजेबंदोबस्त
उ.—निजी भूमि	1044 "	"	0.02	"
द.—"	1045 "	"	0.04	"
पू.—"	1048 "	"	4.93	अनुज्ञात्मक कब्जा
प.—"	1078 "	"	0.16	निजी बन्दोबस्त
	1079 "	"	1.33	अनुज्ञात्मक कब्जा
	1080 सड़क	"	0.28	निजी बन्दोबस्त
	1100 अंश	"	0.06	"
	1101 "	"	0.02	"
	1102 "	"	1.17	अनुज्ञात्मक कब्जा
	1138 "	"	0.87	निजी बन्दोबस्त

	प्लॉट सं.	थाना नं.	क्षेत्रफल (एकड़)	अधिकार की प्रकृति
	1139 "	160	0.68	निजी बन्दोबस्त
	1140 "	"	0.32	अनुशासक कब्जा
	1156 "	"	0.12	"
पाथरगोड़ा बेटिलेशन शीफ्ट एरिया	760	160	0.27	अनुशासक कब्जा
उ. — निजी भूमि	761	"	0.23	"
ब. — "				
पू. — "				
प. — सड़क				
सुरवा नं. 4 शीफ्ट एरिया	114 अंश	102	1.73	अनुशासक कब्जा
उ. — खास भूमि	115 "	"	1.13	"
द. — निजी भूमि	136 सड़क	"	0.07	"
पू. — "	135 अंश	"	0.07	"
प. — "	137	"	0.13	"
	138 अंश	"	0.25	"
	139 अंश	"	0.25	"
	140	102	0.10	अनुशासक कब्जा
	141 अंश	"	1.02	"
	142	"	0.02	"
सुरवा नं. 4 शीफ्ट बारूबघर	वन प्रखंड	1098	1.16	"
उ. द. पू. एवं प. वन प्रखंड	अंश			
सुरवा उत्तरी बेटिलेशन फीन	वन प्रखंड	1098	3.00	"
उ. द. पू. एवं प. वन प्रखंड	अंश			
सुरदा स्टाफ कालोनी एवं खान स्थल	846	101	55.18	"
खान स्थल	(पुराना प्लॉट नं.)			
	314	"	4.80	"
उ. वन भूमि	313	"	0.07	"
द. — "	304 अंश	"	0.20	"
	सड़क			
पू. — निजी भूमि	305	"	0.55	"
प. — वन भूमि	306	"	0.10	"
	307	"	0.23	"
	277 अंश	"	2.33	"
	278	"	0.05	"
	279	"	0.07	"
	280	"	0.35	"
	281	"	0.22	"
	285	"	0.01	"
	273	"	1.65	"
	276	"	2.56	"
	277 अंश	"	1.18	"
	272 अंश	"	1.88	"
सुरदा पश्चिमी कालोनी एरिया	103 अंश	102	0.55	"
उ. — खास भूमि	105 "	"	9.84	"
द. — "				
पू. — "				
पू. — "				

	प्लॉट सं.	थाना सं.	क्षेत्रफल (एकड़)	अधिकार की प्रकृति
सुरदा टाउनशिप एरिया	4	101	29.50	अनुशासक कब्जा
उ.—कंकराना नाला	153 अंश	"	12.05	"
द.—खास व निजी भूमि	154 "	"	3.62	"
पू.—खास व निजी भूमि	152	"	0.80	"
प.—कंकराना नाला	155 अंश	"	0.45	"
सड़क एवं वन भूमि	156 "	"	0.65	"
	150 अंश	"	9.98	"
	135 "	"	0.30	"
	618 "	"	0.75	"
	17 "	100	5.63	"
	15 अंश	"	0.18	"
	1283 "	"	0.05	"
	34 "	"	56.00	"
	1281	"	0.50	"
	25 अंश	"	2.50	"
	236	"	0.17	"
	41 अंश	"	51.10	"
	40 "	"	3.15	"
	38	"	0.31	"
	1282	"	0.36	"
	1368	"	8.93	"
	1369	"	3.60	"
	1367	"	0.72	"
	225 अंश	"	9.95	"
	237	"	0.13	"
सुरदा मार्केट एरिया	344 अंश	101	1.83	"
उ. व द.—खास भूमि				
पू.—निजी भूमि				
प. सा. नि. वि. सड़क				
सुरदा उत्पादन शीपट एरिया	606	101	1.10	निजी बन्दोबस्त
उ.—खास एवं निजी भूमि	572	"	0.57	"
द.—निजी भूमि	573	"	0.47	"
प.—निजी भूमि	574	"	0.32	"
प. सा. नि. वि. सड़क	576	"	0.07	"
	577	101	0.15	निजी बन्दोबस्त
	579	"	0.51	"
	580	"	1.12	"
	582	"	0.32	"
	584	"	0.76	"
	575	"	0.46	"
	581	"	0.09	"
	583	"	0.10	"
	1291			
	603		0.04	"
	561		0.32	"
	565		0.57	"

	प्लॉट सं.	थाना सं.	क्षेत्रफल (एकड़)	अधिकार की प्रकृति
	567		0.83	निजी बन्दोबस्त
	569		1.47	"
	568		0.06	"
	657		0.14	"
	667		0.11	"
	688	101	0.18	"
	689	"	0.29	"
	668	"	0.11	"
	375 अंश	"	2.12	अनुशात्मक कब्जा
	593	"	0.19	"
	562	"	0.38	"
	590	"	0.59	"
	560	"	3.06	"
	558	"	1.48	"
	557	"	0.61	"
	556	"	1.85	"
	566	"	5.04	"
	672	"	0.04	"
	670	"	0.25	"
	570	"	0.17	"
	571	"	0.12	"
	578	"	0.43	"
	681	"	2.17	"
	687	"	4.45	"
	721	"	2.87	"
	665	"	5.65	"
	661 अंश	"	0.45	"
	585	"	0.52	"
	619 अंश	"	33.30	"
	663	"	0.07	"
	664	"	0.05	"
	604	"	0.25	"
	605	"	0.53	"
	134 अंश	"	1.25	"
	685	"	0.24	निजी बन्दोबस्त
	686	"	2.49	"
बील्डीह ग्रंपट एरिया	वन प्रखंड अंश	1098	1.05	अनुशात्मक कब्जा
साउथ कंदाडीह खान	1409	99	5.00	"
	अंश			
उ.—एवं द. वन भूमि				
पू. निजी भूमि				
प.—वन भूमि				
कंदाडीह हाउसिंग कालोनी	1233	"	6.82	"
उ., द., पू. व प. खास भूमि	1006 अंश	"	2.05	"
कंदाडीह खान स्थल	1408 अंश	"	10.25	"
उ.—गोडगडिया नाला	26 "	"	9.75	"
द.—वन एवं निजी भूमि	24 "	"	1.25	"

	प्लॉट सं.	थाना सं.	क्षेत्रफल (एकड़)	अधिकार की प्रकृति
पू. — निजी भूमि	25 अंश	99	1.65	अनुशासनिक कब्जा
प. — वन भूमि	27	"	1.10	"
	29	"	0.05	"
	30	"	0.10	"
	127 अंश	"	0.35	"
	131	"	0.75	"
	132	"	0.60	"
	135	"	0.25	"
	1112 अंश	"	2.00	"
	28	"	1.66	निजी बन्दोबस्त
	128	"	0.28	"
	1114	"	0.90	"
केवाडीह बारूदघर	236 अंश	98	35.71	अनुशासनिक कब्जा
उ. — वन भूमि	238	"	4.50	"
व. — गङ्गाझिया नाला	1 अंश	"	18.02	"
पू. — खास एवं निजी भूमि	222 "	"	26.12	"
प. — वन भूमि	235 "	"	1.78	"

अनबन्ध—II

हिन्दुस्तान कापर लिमिटेड

इंडियन कापर काम्प्लेक्स

मऊभंडार कारखाना

मऊभंडार स्थित कंपनी की भूमि का विवरण

गांव	थाना सं.	खाता सं.	प्लॉट सं.	क्षेत्रफल (एकड़)	अधिकार की प्रकृति
1	2	3	4	5	6
मौजा मऊभंडार	घाटशिला सं. 86	129	308	468.2	अव्यक्त भूमि
			698		
मौजा मऊभंडार	घाटशिला सं. 86	92	54,55,57,58, 59,60,61,62	3.5	खरीदी जमीन
मौजा गोपालपुर	घाटशिला सं. 113	203,67,68, 209,107	620,804 (पुरानी प्लॉट सं. 812, 893) 804 ¹ 1205, 797, 798, 799, 800, 619 एवं 621	5.75	खरीदी जमीन
		495	805 (अंश)	.33	—वही—
		495	805 "	.33	—वही—
		495	805 ;,	.31	—वही—
		53	618 ;,	.08	—वही—
		53	—वही—	.08	—वही—
		53	—वही—	.08	—वही—

53	—वही—	. 08	—वही—
53	—वही—	. 08	—वही—
53	—वही—	. 08	—वही—
53	—वही—	. 08	—वही—
53	—वही—	. 08	—वही—
53	—वही—	. 08	—वही—
53	—वही—	. 08	—वही—
53	—वही—	. 08	—वही—
53	—वही—	. 08	—वही—
53	—वही—	. 16	—वही—
53	—वही—	. 33	—वही—
53	—वही—	. 16	—वही—
53	—वही—	. 24	—वही—
53	—वही—	. 16	—वही—
53	—वही—	. 16	—वही—
53	—वही—	. 06	—वही—
53	—वही—	. 06	—वही—
53	—वही—	. 16	—वही—
53	—वही—	. 24	—वही—
53	—वही—	. 16	—वही—
53	—वही—	. 08	—वही—
53	—वही—	. 08	—वही—
53	—वही—	. 24	—वही—
613	619/1254	1. 14	—वही—
454	638	0. 63	—वही—
291	639/1263	0. 65	—वही—
498	639/1212	0. 33	—वही—
480	639/1173(पी)	0. 16	—वही—
38	639/1257	0. 44	—वही—
572	639/1174	0. 14	—वही—
9	639/1232	0. 68	—वही—
538	639/1217	0. 99	—वही—
112	639/1176	0. 08	—वही—
639	639/1255	0. 70	—वही—
53	806	0. 40	—वही—
278	617	0. 17	—वही—
626	625/1267	0. 30	—वही—
74	807/809	0. 07	—वही—

अनुबंध-III

हिन्दुस्तान कॉपर लिमिटेड

राखा ताम्र परियोजना

राखा ताम्र परियोजना स्थित कम्पनी की भूमि का विवरण

गांव	थाना सं.	प्लॉट सं.	क्षेत्रफल (एकड़)	अधिकार की प्रकृति
1	2	3	4	5
कवासपुर	थाटशिला			अवाप्त भूमि
"	1105	763	7. 18	
उ. रेखवे भूमि	"	764	0. 49	"
द. गांव बड़ापहाड़	"	765	11. 04	"

1	2	3	4	5
पू. गांव गोपालपुर	घाटशिला (1105)	768	0.19	अवाप्त भूमि
प. डी. बी. रोड एवं प्लॉट सं. 767	"	769	0.88	"
	"	770	0.97	"
	"	771	0.31	"
	"	772	1.54	"
	"	773	3.36	"
	"	774	0.20	"
	"	775	3.70	"
	"	776	0.31	"
	"	777	0.53	"
	"	778	8.00	"
	"	779	0.60	"
	"	780	0.45	"
	"	781	3.00	"
	"	782	1.85	"
	"	783	1.17	"
	"	784	0.65	"
	"	785	0.75	"
	"	786	2.98	"
	"	787	1.65	"
	"	788	9.08	"
	"	789	1.80	"
	"	790	0.95	"
	"	791	0.63	"
	"	792	5.11	"
	"	795	1.01	"
	"	793	6.26	"
	"	796	0.11	"
गोपालपुर	घाटशिला			
उ. रेलवे भूमि	(1105)	797	4.83	"
द. बड़ा पहाड़ गांव	1106	25	1.04	"
पू. प्लॉट सं. 100	"	26	0.16	"
पं. श्वासपुर गांव	"	27	0.11	"
	"	28	1.55	"
	"	30	0.11	"
	"	31	2.08	"
	"	32	0.10	"
	"	33	0.15	"
	"	34	0.44	"
	"	35	4.60	"
	"	37	4.32	"
	"	40	3.55	"
	"	41	1.28	"
	"	42	2.03	"
	"	43	2.10	"
	"	44	0.64	"
	"	45	0.40	"

1	2	3	4	5
	1106	46	0.48	अनाप्त भूमि
	"	47	0.50	"
	"	48	0.29	"
	"	49	0.11	"
	"	50	1.16	"
	"	51	0.06	"
	"	52	0.29	"
	"	53	0.20	"
	"	54	0.05	"
	"	55	0.50	"
	"	56	0.21	"
	"	57	0.48	"
	"	58	0.22	"
	"	59	0.62	"
	"	36	0.05	"
	"	38	0.04	"
	"	39	0.04	"
	"	60	0.95	"
	"	61	0.25	"
	"	62	1.03	"
	"	63	0.06	"
	"	64	1.11	"
	"	65	0.16	"
	"	66	1.43	"
	"	67	2.00	"
	"	68	1.50	"
	"	69	0.17	"
	"	70	0.84	"
	"	71	0.44	"
	"	72	1.03	"
	"	73	0.18	"
	"	74	0.58	"
	"	75	0.22	"
गोपालपुर	"	76	0.27	"
	"	77	0.35	"
	"	78	0.20	"
	"	79	0.04	"
	"	80	0.86	"
	"	81	0.02	"
	"	82	0.04	"
	"	83	0.16	"
	"	84	0.18	"
	"	85	0.34	"
	"	86	0.40	"
	"	87	1.41	"
	"	88	0.77	"
	"	89	0.42	"

1	2	3	4	5
	1106	90	1.23	अवाप्त भूमि
	"	91	0.22	"
	"	92	0.17	"
	"	93	0.22	"
	"	94 अंश	0.64	"
	"	95	0.89	"
	"	96	0.38	"
	"	97	0.53	"
	"	98 अंश	0.89	"
	"	99 अंश	0.87	"
	"	31/102	0.58	"
	"	34/103	0.40	"
	"	40/104	0.58	"
	"	46/105	0.30	"
	"	50/106	0.19	"
	"	52/107	0.07	"
	"	47/108	0.09	"
	"	60/109	0.19	"
	"	60/110	1.04	"
	"	60/111	0.30	"
	"	62/112	0.58	"
	"	35/113	0.22	"
	"	47/114	0.06	"
	"	75/115	0.26	"
	"	93/116	1.40	"
	"	71/117	0.11	"
	"	64/118	0.14	"
पड़पहाड़	1107	3	0.16	"
उ. लाट सं. 1 व 308	"	4	0.22	"
ख. लाट सं. 288, 289, 290	"	5	0.76	"
पू. लाट सं. 291 व 309	"	6	0.28	"
प. स्वासपुर ग्राम सीमा एवं गोपालपुर ग्राम सीमा	"	7	0.23	"
	"	8	0.19	"
	"	9	0.07	"
	"	10	0.08	"
	"	11	1.06	"
	"	12	0.20	"
	"	13	0.30	"
	"	14	1.25	"
	"	15	0.36	"
	"	16	0.17	"
	"	17	0.38	"
	"	18	0.08	"
	"	19	0.17	"
	"	20	1.08	"
	"	21	0.34	"
	"	22	0.16	"

1	2	3	4	5
बड़ापहाड़	1107	23	0.11	अवाप्त भूमि
"	"	24	0.24	"
"	"	25	0.28	"
"	"	26	0.14	"
"	"	27	0.97	"
"	"	28	0.44	"
"	"	29	1.57	"
"	"	30	0.31	"
"	"	32	0.34	"
"	"	39	0.06	"
"	"	40	0.14	"
"	"	41	0.42	"
"	"	42	0.10	"
"	"	43	0.08	"
"	"	44	0.06	"
"	"	45	0.17	"
"	"	46	0.84	"
"	"	47	0.50	"
"	"	48	0.23	"
"	"	49	0.21	"
"	"	50	0.71	"
"	"	51	0.65	"
"	"	53	0.91	"
"	"	54	0.22	"
"	"	55	0.26	"
"	"	56	0.73	"
"	"	58	0.47	"
"	"	59	0.80	"
"	"	60	0.41	"
"	"	61	0.40	"
"	"	62 अण	17.18	"
"	"	63	1.74	"
"	"	64	1.56	"
"	"	65	0.84	"
"	"	66	0.62	"
"	"	67	0.37	"
"	"	82	0.14	"
"	"	83	1.29	"
"	"	91	0.83	"
"	"	92	1.56	"
"	"	93 अण	2.67	"
"	"	94	0.57	"
"	"	95	2.70	"
"	"	96	0.56	"
"	"	97	0.32	"

1	2	3	4	5
बड़ापहाड़	1107	98	0.22	अवाप्त भूमि
"	"	99	0.14	"
"	"	100	0.10	"
"	"	101	0.09	"
"	"	102	0.14	"
"	"	103	0.35	"
"	"	104	0.04	"
"	"	105	0.33	"
"	"	106	0.41	"
"	"	107	0.71	"
"	"	108	0.20	"
"	"	109	0.23	"
"	"	116	1.01	"
"	"	117	0.39	"
"	"	118	1.05	"
"	"	119	0.19	"
"	"	120	0.06	"
"	"	121	0.06	"
"	"	122	0.09	"
"	"	123	0.20	"
"	"	127	0.06	"
"	"	128	0.39	"
"	"	130	0.16	"
"	"	132	0.21	"
"	"	133	0.11	"
"	"	134	0.08	"
"	"	135	0.10	"
"	"	140	0.10	"
"	"	141	0.21	"
"	"	142	0.26	"
"	"	143	0.25	"
"	"	144	0.73	"
"	"	145 अंश	0.49	"
"	"	146	1.40	"
"	"	147	0.90	"
"	"	148	1.27	"
"	"	149	0.09	"
"	"	150	0.55	"
"	"	151	0.11	"
"	"	152	0.31	"
"	"	153	0.64	"
"	"	159	0.50	"
"	"	160	0.50	"
"	"	161	0.21	"
"	"	162	0.54	"
"	"	163	0.13	"

1	2	3	4	5
बड़पहाड़	1107	164	1.98	अवाप्त भूमि
"	"	165	2.67	"
"	"	166	0.10	"
"	"	167	0.37	"
"	"	168	1.73	"
"	"	167	1.02	"
"	"	171	0.43	"
"	"	172 अंश	0.12	"
"	"	173	0.48	"
"	"	175	0.16	"
"	"	178	1.19	"
"	"	187	1.56	"
"	"	188	0.51	"
"	"	189	0.76	"
"	"	190	0.61	"
"	"	191	0.95	"
"	"	192	1.16	"
"	"	193	2.35	"
"	"	194	0.69	"
"	"	195	1.10	"
"	"	196	0.25	"
"	"	197	0.10	"
"	"	198	0.44	"
"	"	199	0.10	"
"	"	200	0.37	"
"	"	201	0.42	"
"	"	202	0.19	"
"	"	203	0.36	"
"	"	204	1.04	"
"	"	205	0.55	"
"	"	206	0.80	"
"	"	207	2.25	"
"	"	208	0.61	"
"	"	209	0.50	"
"	"	210	0.87	"
"	"	211	0.51	"
"	"	212	0.27	"
"	"	213	0.10	"
"	"	214	0.69	"
"	"	216	0.30	"
"	"	217	0.29	"
"	"	218	0.26	"
"	"	219	0.73	"
"	"	220	0.04	"
"	"	221	0.50	"
"	"	223	0.91	"
"	"	225	0.06	"

1	2	3	4	5	—
बड़ापहाड़	1107	226	0.20	अवाप्त भूमि	
"	"	227	0.09	"	
"	"	228	0.17	"	
"	"	229	0.20	"	
"	"	230	0.20	"	
"	"	231	0.02	"	
"	"	232	0.11	"	
"	"	233	0.88	"	
"	"	234	0.36	"	
"	"	235	0.15	"	
"	"	236	0.68	"	
"	"	237	0.14	"	
"	"	238	0.21	"	
"	"	239	2.93	"	
"	"	240	0.13	"	
"	"	241	0.04	"	
"	"	242	0.15	"	
"	"	243	0.26	"	
"	"	244	0.96	"	
"	"	245	0.09	"	
"	"	246	0.03	"	
"	"	247	1.81	"	
"	"	249	0.17	"	
"	"	250	0.97	"	
"	"	251	0.08	"	
"	"	252	1.43	"	
"	"	253	0.16	"	
"	"	254	0.36	"	
"	"	255	0.15	"	
"	"	256	0.04	"	
"	"	257	0.04	"	
"	"	258	0.04	"	
"	"	259	0.48	"	
"	"	260 अंश	0.88	"	
"	"	261	0.42	"	
"	"	263	0.53	"	
"	"	264	0.15	"	
"	"	265	0.06	"	
"	"	266	0.48	"	
"	"	267	0.14	"	
"	"	268	0.54	"	
"	"	269	0.67	"	
"	"	270	0.39	"	
"	"	271	0.12	"	
"	"	272	0.56	"	
"	"	274	0.21	"	

1	2	3	4	5
बड़पहाड़	1107	275	0.53	संवाप्त भूमि
"	"	279	0.22	"
"	"	280 अंश	0.77	"
"	"	281	0.19	"
"	"	282	0.12	"
"	"	283 अंश	1.60	"
"	"	284	0.59	"
"	"	285	0.32	"
"	"	286	0.54	"
"	"	292	0.10	"
"	"	293	0.07	"
"	"	294	0.09	"
"	"	296	0.20	"
"	"	297	0.02	"
"	"	298	0.34	"
"	"	299	0.41	"
"	"	300	0.58	"
"	"	301	0.38	"
"	"	302	0.21	"
"	"	303	0.15	"
"	"	304	0.07	"
"	"	305	0.16	"
"	"	306	0.24	"
"	"	307	1.00	"
"	"	284/310	0.73	"
"	"	272/311	0.15	"
"	"	308/312	2.52	"
"	"	अंश		
"	"	300/314	0.36	"
"	"	302/315	0.36	"
"	"	2/3/6	1.88	"
"	"	62/318	1.62	"
"	"	62/319	2.94	"
"	"	194/321	0.09	"
"	"	अंश		
"	"	244/322	0.16	"
"	"	3/323	0.53	"
"	"	24/324	0.22	"
"	"	93/325	1.70	"
"	"	181/326	0.01	"
"	"	193/327	0.02	"
तेसुलडांगा	93	192 अंश	0.16	"
"	"	193	0.12	"
उ. गुगनाला व मा.नि.वि. सड़क	"	194	3.74	"
द.सा.नि.वि. सड़क	"	222	2.48	"
मोतीगोरा ग्रामसीमा	"	195	2.02	"

1	2	3	4	5
बड़ पहाड़	1107	197	4.76	अवाप्त भूमि
पू. मुर्गाधुट	"	199	0.96	"
शाम सीमा	"	200	2.70	"
प. 3 डी रोड, प्लॉट	"	201	1.80	"
मं. 189 व	"	202	2.64	"
मोतीगोरा	"	203	3.30	"
ग्रामसीमा	"	204	0.10	"
	"	205	0.84	"
	"	206	0.95	"
	"	207	0.60	"
	"	208	0.93	"
	"	210	0.85	"
	"	212	0.32	"
	"	213	0.30	"
	"	214	0.66	"
	"	215	1.35	"
	"	216	1.87	"
तेतुलडांगा	93	217 अंश	0.11	"
	"	220	24.18	"
	"	191	10.00	अनुश्लेषक कब्जा
	"	192	0.56	"
	"	193	0.46	"
	"	196	0.85	"
	"	198	0.50	"
	"	209	0.16	"
	"	211	0.55	"
	"	218	0.29	"
मुर्गाधुट	92	2 अंश	0.72	अवाप्त भूमि
उ. प्लॉट मं. 1	"	3	0.63	"
द. माटीगोरा गांव की सीमा और	"	4	0.11	"
सिंदरगरी नाला	"	5	0.09	"
	"	6	0.11	"
पू. सिंदरगरी नाला	"	7	0.16	"
पः तेतुलडांगा गांव की सीमा	"	8	1.25	"
	"	9	0.22	"
	"	10	0.12	"
	"	11	0.37	"
	"	16	0.08	"
	"	17	0.30	"
	"	18	0.31	"
	"	19	0.55	"
	"	22	0.10	"
	"	24	0.07	"
	"	25 अंश	0.32	"
	"	26	0.14	"
	"	29	0.14	"
	"	30	0.15	"

1	2	3	4	5
सुर्गिधुट्टु (जारी)	92	32	0.06	प्रवाप्त भूमि
	"	33	0.55	"
	"	34	0.54	"
	"	35	0.37	"
	"	38	0.77	"
	"	39	0.14	"
	"	28	0.05	"
	"	27	0.05	"
	"	40	0.23	"
	"	41	2.80	"
	"	43	0.25	"
	"	46	0.22	"
	"	47	0.13	"
	"	2/152	0.94	"
	"	48	0.07	"
	"	50	0.47	"
	"	51	0.82	"
	"	54	0.49	"
	"	55	1.34	"
	"	56	0.46	"
	"	58	0.33	"
	"	60	0.35	"
	"	61	1.25	"
	"	62	1.04	"
	"	64	1.40	"
	"	67	1.01	"
	"	68	0.18	"
	"	70	5.55	"
	"	72	0.42	"
	"	73	0.30	"
	"	74	0.13	"
	"	75	0.09	"
	"	76	1.68	"
	"	77	0.43	"
	"	78	0.08	"
	"	79	0.05	"
	"	80	0.71	"
	"	81 अंश	0.69	"
	"	82	0.22	"
	"	83	0.54	"
	"	84	0.58	"
	"	85	0.57	"
	"	86	0.34	"
	"	87	0.14	"
	"	88 अंश	8.44	"
	"	89	0.24	"
	"	93	0.69	"
	"	94	2.10	"
	"	96	1.70	"
	"	97	1.65	"
	"	98	0.14	"

1	2	3	4	5
मुर्गा घुट्ट (जारी)	92	99	1.00	अवाप्त भूमि
"	"	71	0.01	"
"	"	95	0.01	"
"	"	69	0.04	"
"	"	66	0.68	"
"	"	109	0.04	"
"	"	100	2.44	"
"	"	101	0.07	"
"	"	103	0.46	"
"	"	104	0.45	"
"	"	106	0.10	"
"	"	107	0.10	"
"	"	108	0.56	"
"	"	111	0.30	"
"	"	112	0.12	"
"	"	113 अंश	0.17	"
"	"	114	0.35	"
"	"	115	0.08	"
"	"	121	0.20	"
"	"	123	0.67	"
"	"	126	0.35	"
"	"	128	0.08	"
"	"	130	0.15	"
"	"	132	0.40	"
"	"	59/138	0.28	"
"	"	139	1.00	"
"	"	140	1.00	"
"	"	141	0.18	"
"	"	144	0.55	"
"	"	40/147	0.16	"
"	"	148	0.12	"
"	"	149	0.70	"
"	"	150	1.01	"
"	"	151	4.30	"
"	"	153	0.85	"
"	"	2	4.08	अनुशात्मक कब्जा
"	"	4/135	0.02	"
"	"	6/136	0.02	"
"	"	12	0.01	"
"	"	13	0.03	"
"	"	14	0.69	"
"	"	15	0.05	"
"	"	20	0.19	"
"	"	21	0.14	"
"	"	23	0.15	"
"	"	25 अंश	2.14	"
"	"	31	0.07	"

1	2	3	4	5
मुर्गा घट्ट	92	36	0.13	अनुज्ञात्मक कब्जा
"	"	37	0.20	"
"	"	42	0.03	"
"	"	44	2.50	"
"	"	49	0.17	"
"	"	52	0.02	"
"	"	53	0.03	"
"	"	57	0.10	"
"	"	59	0.68	"
"	"	51/137	0.07	"
"	"	63	0.23	"
"	"	64	1.40	"
"	"	65	0.25	"
"	"	42/153 अंश	9.20	"
"	"	101	1.20	"
"	"	"	"	"
"	"	102	0.19	"
"	"	103	0.46	"
"	"	105	0.50	"
"	"	107 अंश	3.52	"
"	"	125	1.02	"
"	"	142	0.20	"
"	"	143	0.07	"
"	"	90	0.98	"
"	"	91	0.03	"
"	"	92	0.05	"
"	"	93/145	0.45	"
"	"	66	0.68	अवाप्त भूमि
"	"	115	0.08	"
"	"	94/148	0.43	अनुज्ञात्मक कब्जा
रोम	91	3	1.50	अवाप्त भूमि
उ. प्लाट सं. 2	"	4	0.94	"
गुरा नाला और	"	5	0.18	"
सिद्धुरगुरी नाला	"	6	0.15	"
व. सड़क, प्लाट सं. 215	"	7	1.71	"
पू. डिगरी गांव की सीमा और सड़क	"	8	2.06	"
प. मुर्गाघट्ट गांव और	"	9	0.20	"
सिद्धुरगुरी नाला	"	10	0.16	"
"	"	11	0.74	"
"	"	12	1.23	"
"	"	13	0.45	"
"	"	14	0.40	"
"	"	15 अंश	1.52	"
"	"	16	0.09	"
"	"	17	0.06	"
"	"	18	0.45	"

1	2	3	4	5
रोम-जारी	91	19	0.40	अवाप्त भूमि
"	"	20	1.76	"
"	"	21/1210	0.12	"
"	"	21 अंश	0.33	"
"	"	22	0.17	"
"	"	23	0.20	"
"	"	24	0.23	"
"	"	25	0.08	"
"	"	26	0.68	"
"	"	27	0.28	"
"	"	28	0.45	"
"	"	29/1201	0.05	"
"	"	29/1200	0.09	"
"	"	29	0.46	"
"	"	30 अंश	0.46	"
"	"	31	0.38	"
"	"	32	0.47	"
"	"	27/1202	0.04	"
"	"	27/1208	0.06	"
"	"	32/1203	0.04	"
"	"	33/1204	0.18	"
"	"	34/1205	0.41	"
"	"	33	0.56	"
"	"	34 (34)	0.57	"
"	"	35	0.55	"
"	"	36	0.17	"
"	"	37	0.25	"
"	"	38	0.45	"
"	"	39	0.09	"
"	"	40	0.30	"
"	"	40/1206	0.62	"
"	"	41	0.20	"
"	"	42 अंश	0.18	"
"	"	43	0.31	"
"	"	44	0.17	"
"	"	45	0.18	"
"	"	46	0.34	"
"	"	47	0.27	"
"	"	48	0.11	"
"	"	49	0.09	"
"	"	50	0.11	"
"	"	51	0.37	"
"	"	52	0.21	"
"	"	53	0.40	"
"	"	54 अंश	0.40	"
"	"	55	0.20	"
"	"	56	0.20	"

1	2	3	4	5
रोस	91	57	0.12	रक्षित भूमि
	"	58	0.21	"
	"	59	0.14	"
	"	60	0.24	"
	"	61	0.02	"
	"	62	0.10	"
	"	63	0.19	"
	"	64	0.11	"
	"	65	0.22	"
	"	67	0.08	"
	"	68	0.52	"
	"	69	0.02	"
	"	70	0.35	"
	"	71	0.15	"
	"	72	0.12	"
द,	"	73	0.06	"
	"	74	0.09	"
	"	75	0.08	"
	"	78	0.19	"
	"	79	0.10	"
	"	80	0.30	"
	"	81	0.02	"
	"	82	0.06	"
	"	83	0.18	"
	"	84	0.10	"
	"	85	0.18	"
	"	86	0.14	"
	"	94	0.28	"
	"	95	0.09	"
	"	95/1250	0.14	"
	"	96	0.59	"
	"	100	1.57	"
	"	106	0.63	"
	"	108	0.66	"
	"	110	0.88	"
	"	111	0.44	"
	"	112	0.15	"
	"	113	0.10	"
	"	115	1.01	"
	"	116	0.19	"
	"	119	0.02	"
	"	123	0.02	"
	"	120	0.26	"
	"	124	0.23	"
	"	127	1.45	"
	"	128	0.04	"
	"	129	0.02	"

1	2	3	4	5
रोम	91	130	0.04	अवाप्त भूमि
	"	131	0.03	"
	"	132	0.02	"
	"	133	0.05	"
	"	134	1.14	"
	"	135	0.10	"
	"	136	0.55	"
	"	137	0.82	"
	"	139	0.79	"
	"	141/1226	0.19	"
	"	140	0.06	"
	"	141 अंश	0.80	"
	"	142	1.96	"
	"	144	0.11	"
	"	143	0.57	"
	"	145	0.22	"
	"	87	0.15	"
	"	99	0.02	"
	"	89	0.10	"
	"	90	0.10	"
	"	91	0.01	"
	"	92	0.03	"
	"	93	0.29	"
	"	97	0.02	"
	"	98	0.10	"
	"	99	0.08	"
	"	146	0.61	"
	"	147	1.27	"
	"	148	0.82	"
	"	149	0.05	"
	"	150	0.17	"
	"	151	0.82	"
	"	152	0.36	"
	"	11/1246	0.22	"
	"	11/1209	0.15	"
	"	154	0.52	"
	"	155	0.55	"
	"	156	0.77	"
	"	157	0.67	"
	"	158	0.78	"
	"	159	0.55	"
	"	160	0.83	"
	"	161	0.43	"
	"	162	0.18	"
	"	163	0.24	"
	"	164	3.66	"
	"	165	2.01	"
	"	166	0.80	"

1	2	3	4	5
रोम	91	167	0.43	अर्वाप्त भूमि
	"	168	0.39	"
	"	169	0.28	"
	"	170	0.23	"
	"	171	0.88	"
	"	172	0.52	"
	"	173	0.97	"
	"	174	0.46	"
	"	175	0.67	"
	"	176/1224	0.44	"
	"	177	0.48	"
	"	178	0.50	"
	"	101	0.02	"
	"	102	0.52	"
	"	103	0.01	"
	"	104	0.15	"
	"	105	0.05	"
	"	107	0.14	"
	"	109	1.02	"
	"	126	0.34	"
	"	125	0.02	"
	"	121	0.02	"
	"	122	0.72	"
	"	118	0.04	"
	"	117	0.39	"
	"	114	0.71	"
	"	138	0.06	"
	"	179	0.72	"
	"	180	1.04	"
	"	181 अंश	1.68	"
	"	181/1212	0.65	"
	"	182 अंश	0.91	"
	"	184	0.93	"
	"	164/1262	1.62	"
	"	185	0.44	"
	"	186	0.55	"
	"	188	0.23	"
	"	189	0.36	"
	"	190 अंश	1.75	"
	"	192	0.07	"
	"	194	0.45	"
	"	195 अंश	0.24	"
	"	196	0.37	"
	"	197	0.35	"
	"	198	0.36	"
	"	199	0.54	"
	"	200	0.67	"

1	2	3	4	5
रोम	91	201	0.60	अवाप्त भूमि
	"	202	0.45	"
	"	204	0.07	"
	"	203	0.39	"
	"	205	0.04	"
	"	198/1258	0.20	"
	"	198/1256	0.10	"
	"	198/1257	0.12	"
	"	206	0.36	"
	"	207	0.24	"
	"	212	0.14	"
	"	207/1243	0.16	"
	"	28/40	0.34	"
	"	15 अंश	0.98	अतःशान्भक कब्जा
	"	42	2.35	"
	"	109	10.42	"
	"	135	16.21	"
	"	141	1.04	"
	"	153	0.23	"
	"	176	2.54	"
	"	183 अंश	2.63	"
	"	187	0.04	"
	"	191	0.40	"
	"	193 अंश	2.97	"
	"	195	1.12	"
	"	159/1225	0.10	"
	"	370	18.55	"
माटीगोरा मेन शाफ्ट एरिया	94	366	1.39	"
	"	365	2.16	"
	"	370	3.35	"
	"	322	3.58	"
रोम				
उ. प्लॉट सं. 428	91 खाता सं. 172	1155	0.39	खरीदी भूमि
द. प्लॉट सं. 1162				
पू. प्लॉट सं. 1152 और 1154				
प प्लॉट सं. 1156				

अनुबन्ध-IV

लेप्सो स्थिति कंपनी की भूमि का विवरण							
गांव	धाना सं.	खाता सं.	प्लॉट सं.	क्षेत्रफल	कब्जे की किस्म	अधिकार की प्रकृति	टिप्पणी
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
गालूडीह	32	110	807	0.08	डिपो आफिस	स्वामित्व	
"	"	110	808	0.01	"	"	

1	2	3	4	5
गालूडीह	32	110	810	1.10 डिपो आफिस स्वामित्व
"	"	110	811	0.29 " "
"	"	110	809	0.17 आवासीय क्वार्टर "
"	"	110	812	0.83 " "
"	"	110	813	0.17 " "
"	"	110	814	1.96 " "
"	"	110	815	0.08 " "
"	"	110	816	0.04 " "
"	"	110	817	0.06 " "
"	"	110	818	0.05 " "
"	"	110	819	0.04 " "
"	"	110	820	0.05 " "
"	"	110	821	0.16 " "
"	"	110	822	0.70 " "
"	"	110	829	0.40 " "
"	"	110	830	0.53 " "
"	"	110	831	0.06 " "
"	"	108	832	2.24 " अनुशात्मक कब्जा
"	"	108	833	0.71 " "
"	"	108	837	1.00 " "
"	"	53	850	0.49 " स्वामित्व
"	"	22	852	0.30 " अनुशात्मक कब्जा
"	"	108	770	2.00 " "
		(अंश)		
रीगाडीह	33	1	905	0.13 बारद घर स्वामित्व
"	"	1	906	0.13 " "
कुंदिया				
मर्चा	24	155	1091	1.25 खदान कार्यालय अनुशात्मक कब्जा
			(अंश)	
"	"	155	1007	0.40 " "
"	"	155	1006	0.08 " "
			(अंश)	

MINISTRY OF STEEL & MINES

(Department of Mines)

New Delhi, the 7th September, 1990

S.O. 2493 :—In exercise of the powers conferred by Section 3 of the Public Premises (Eviction of Unauthorised occupants) Act, 1971 (40 of 1971) the Central Government hereby appoints the officers mentioned in column (1) of the Table below being officers equivalent to the rank of Gazetted Officer of Government to be Estate Officers for the purpose of said Act, and further directs that the said officers shall exercise the powers and duties imposed by or under the said Act within the local limits of his jurisdictions in respect of the public premises specified in Column (2) of the said Table.

TABLE

Designation of the Officer	Categories of public/premises and local limits of jurisdiction
(1)	(2)
(A) For Mosabani Group of Mines	
1. Sr. Manager (Personnel)	(Here incorporate what is contained in the Annexure I).
2. Deputy Assistant Manager (Admn.)	
(B) For Moubhandar Works	
1. Sr. Manager (Admn.)	(Here incorporate what is contained in the Annexure II)
(C) For Rakha Copper Project	
1. Manager/Dy. Manager (Personnel)	(Here incorporate what is contained in the Annexure III).
(D) For Lapso Kyanite Mines	
1. Security Officer	(Here incorporate what is contained in the Annexure IV).

[No. (1)/8/1/89-Met. III]
R. CHANDRAMOHAN, Dy. Secy.

ANNEXURE-I

DETAILS OF COMPANY'S LAND AT MOSABONI GROUP OF MINES

	Plot No.	Thana No.	Area in Acres	Type of occupation
Mosaboni Colony & Mine Site	1335	162	147.30	Acquired Land
N Private Land	1493	"	6.36	"
S " "	1494 Road	"	0.37	"
E " "	1511	"	28.95	"
W " "	1334	"	4.40	Permissive Possession
	1446	"	0.03	"
	1447	"	0.03	"
	1462	"	0.38	"
	1510	"	0.24	"
	1279 Portion	"	1.54	Private Settlement
	1281	"	0.23	"
	1282 "	"	0.22	"
	1283 "	"	0.32	"
	389	163	0.38	"
	428	"	53.25	Acquired Land
	385	"	0.43	Permissive Possession
	412	"	28.12	"
	411 Portion	"	10.23	"
	1561	164	0.54	"
	1615	"	24.13	"
	1616	"	0.33	"
	1552 Portion	"	6.25	"
	1557	"	0.30	"
	1558	"	33.49	"

	Plot No.	Thana No.	Area in Acres	Type of occupation
	1559	164	0.07	Permissive Possession
	1560	"	0.90	"
	1612	"	0.12	"
	1613	"	0.17	"
	1614	"	1.15	"
	1712	"	0.35	"
	1	166	31.72	Acquired Land
	21	"	19.10	"
	25	"	10.15	Permissive Possession
	35 Portion	"	0.20	Acquired Land
	40	"	42.86	"
	62	"	45.50	"
	95	"	26.60	"
	280	"	0.04	"
	292 Road	"	0.16	"
	631	"	0.05	Permissive Possession
	632	"	0.15	"
	633	"	0.17	"
	635	"	0.04	"
	758	"	82.50	Acquired Land
	857	"	1.15	Permissive Possession
Porter Shaft Area	934 Portion	"	0.20	"
N Private Land	935 "	"	3.38	"
S Khas Land	936 "	"	1.78	"
E Road	2414 "	"	0.27	"
W Khas Land				
Vivian Shaft Area	2284	"	0.22	Permissive Possession
N Private Land	2285	"	0.03	"
S "				
E "				
W Road				
Badia Waste Pass Area	3953	"	0.63	"
N Private Land	2224 Portion	"	0.10	"
S "				
E Khas Land				
W "				
Annan Shaft Area	2222 Portion	"	1.30	"
N Khas Land	2223 "	"	0.15	"
S "	3390 "	"	5.18	"
E "				
W Road				
Sand Filling Station Area	2717 Portion	"	9.00	Permissive Possession
N Private Land				
S Khas Land				
E Road				
W Private Land				
Pump Station & Sand Lease	2909 Portion	"	4.32	"
N Private Land	2905 "	"	5.30	"
S "	2910 "	"	0.07	"

	Plot No.	Thana No.	Area in Acres	Type of occupation
E River	2911	166	0.02	Permissive Possession
W Private Land & River	2912	"	0.02	"
	2913	"	0.10	"
	2914	"	0.02	"
	2915	"	0.25	"
	1599 Portion	165	15.55	"
	1 " "	168	19.57	"
	(Old Plot No.)			
Sand Stock Pile Area	1563	165	0.63	Private Settlement
N Khas Land	1564	"	0.07	"
S River	1565	"	0.29	"
E Road	1566	"	1.08	"
W Khas Land & River	1567	"	0.38	"
	1595	"	0.27	"
	1596	"	0.65	"
	1597	"	0.70	"
	1598	"	1.06	"
	1604 Portion	"	0.47	"
	1605 "	"	0.52	"
	1838	"	0.70	"
Dhobri Fell Shaft Area	1003	1096	0.06	Permissive Possession
	1004 Portion	"	0.31	"
	1050	"	0.03	"
	1051	"	0.08	"
	1052 Portion	"	0.76	"
	Road	"	0.10	"
Pathargora No. 2 Shaft Area	1142	160	0.06	Permissive Possession
N Khas Land				
S "				
E "				
W "				
Pathargora Main Shaft Area	1035 Portion	"	0.05	Private Settlement
N Private Land	1044 "	"	0.02	"
S "	1045 "	"	0.04	"
E "	1048 "	"	4.93	Permissive Possession
W "	1078 "	"	0.16	Private Settlement
	1079 "	"	1.33	Permissive Possession
	1080 Road	"	0.28	Private Settlement
	1100 Portion	"	0.06	"
	1101 "	"	0.02	"
	1102 "	"	1.17	Permissive Possession
	1138 "	"	0.87	Private Settlement
	1139 "	"	0.68	"
	1140 "	"	0.32	Permissive Possession
	1156 "	"	0.12	"
Pathargora Ventilation Shaft Area	760	160	0.27	Permissive Possession

	Plot No.	Thana No.	Area in Acres	Type of occupation
N Private Land	761		0.23	Permissive Possession
S „				
E „				
W Road				
Surda No. 4 Shaft Area	114 Portion	102	1.73	Permissive Possession
N Khas Land	115 „	„	1.13	„
S Private Land	136 Road	„	0.07	„
E „	135 Portion	„	0.07	„
W „	137 „	„	0.13	„
	138 Portion	„	0.25	„
	137 „	„	0.25	„
	140 „	„	0.10	„
	141 Portion	„	1.02	„
	142 „	„	0.02	„
Surda No. 4 Shaft Magazine	Forest Block	1098	1.16	Permissive Possession
N, S, E & W Forest Block	Portion			
Surda North Ventilation Fan.	Forest Block	1098	3.00	„
N, S, E & W Forest Block	Portion			
Sudra Staff Colony &	846	101	55.18	„
	(old Plot No.)			
Mine Site	314	„	4.80	„
N Forest Land	313	„	0.07	„
S „	304 Portion	„	0.20	„
	Road			
E Private Land	305	„	0.55	„
W Forest Land	306	„	0.10	„
	307	„	0.23	„
	277 Portion	„	2.31	„
	278	„	0.05	„
	279	„	0.07	„
	280	„	0.35	„
	281	„	0.22	„
	285	„	0.01	„
	273	„	1.65	„
	276	„	2.56	„
	277 Portion	„	1.18	„
	272 Portion	„	1.88	„
Surda Workmen Colony Area	103 Portion	102	0.55	„
N Khas Land	105 „	„	9.84	„
S „				
E „				
W Forest Land				
Surda Township Area	4	101	29.50	„
N Kankarama Nallah	153 Portion	„	12.05	„
S Khas & Private Land	154 „	„	3.62	„
E Khas & Private Land	152 „	„	0.80	„
W Kankarana Nallah	155 Portion	„	0.45	„
Road & Forest Land	156 „	„	0.65	„

	Plot No.	Thana No.	Area in Acres	Type of occupation
	150 Portion	101	9.98	Permissive Possession
	135 "	"	0.30	"
	618 "	"	0.75	"
	17 "	100	5.63	"
	15 Portion	"	0.18	"
	1283 "	"	0.05	"
	34 "	"	56.00	"
	1281	"	0.50	"
	25 Portion	"	2.50	"
	236	"	0.17	"
	41 Portion	"	51.10	"
	40 "	"	3.15	"
	38	"	0.31	"
	1282	"	0.36	"
	1368	"	8.93	"
	1369	"	3.60	"
	1367	"	0.72	"
	225 Portion	"	9.95	"
	237	"	0.13	"
Surda Market Area	344 Portion	101	1.83	"
N & S Khas Land				
E Private Land				
W P.W.D. Road				
Surda Production Staff Area	606	101	1.10	Private Settlement
N Khas & Private Land	572	"	0.57	"
S Private Lnd	573	"	0.47	"
E Private Land	574	"	0.32	"
W P.W.D. Road	576	"	0.07	"
	577	"	0.15	"
	579	"	0.51	"
	580	"	1.12	"
	582	"	0.32	"
	584	"	0.76	"
	575	"	0.46	"
	581		0.09	Private Settlement
	583		0.10	"
	1291			
	603		0.04	"
	561		0.32	"
	565		0.57	"
	567		0.83	"
	569		1.47	"
	568		0.04	"
	657		0.14	"
	667		0.11	"
	688	101	0.18	"
	689	"	0.29	"
	668	"	0.11	"

	Plot No.	Thana No.	Area in Acres	Type of occupation
	375 Portion	101	2.12	Permissive Possession
	593	"	0.19	"
	562	"	0.38	"
	590	"	0.59	"
	560	"	3.06	"
	558	"	1.48	"
	557	"	0.61	"
	556	"	1.85	"
	566	"	5.04	"
	672	"	0.04	"
	670	"	0.25	"
	570	"	0.17	"
	571	"	0.12	"
	578	"	0.43	"
	681	"	2.17	"
	687	"	4.45	"
	721	"	2.87	"
	665	"	5.65	"
	661 Portion	"	0.45	"
	585	"	0.52	"
	619 Portion	"	33.30	"
	663	"	0.07	"
	664	101	0.05	Permissive Possession
	604	"	0.25	"
	605	"	0.53	"
	134 Portion	"	1.25	"
	685	"	0.24	Private Settlement
	686	"	2.49	"
Chirudih Staff Area	Forest Block Portion	1098	1.05	Permissive Possession
South Kendadih Mine	140 Portion	99	5.00	"
N & S Forest Land				
E Private Land				
W Forest Land				
Kendadih Housing Colony	1233	"	6.82	"
N, S, E & W Khas Land	1006 Portion	"	2.05	"
Kendadih Mine Site	1408 Portion	"	10.25	"
N Godagadiya Nallah	26	"	9.75	"
S Forest & Private Land	24	"	1.25	"
E Private Land	25	"	1.65	"
W Forest Land	27	"	1.10	"
	29	"	0.05	"
	30	"	0.10	"
	127 Portion	99	0.35	"
	131	"	0.75	"
	132	"	0.60	"
	135	"	0.25	"
	1112 Portion	"	2.00	"

	Plot No.	Thana No.	Area in Acres	Type of occupation
	28	99	1.66	Private Settlement
	128	"	0.28	"
	1114	"	0.90	"
Kendadih Magazine	236 Portion	98	35.71	Permissive Possession
N Forest Land	238	"	4.50	"
S Gadgadiya Nallah	1 Portion	"	18.02	"
E Khas & Private Land	222 "	"	26.12	"
W Forest Land	235 "	"	1.78	"

ANNEXURE II

HINDUSTAN COPPER LIMITED

INDIAN COPPER COMPLEX

MOUBHANDAR WORKS

DETAILS OF COMPANY'S LAND AT MOUBHANDAR

Village	Thana No.	Khata No.	Plot No.	Area in Acres	Type of Possession
1	2	3	4	5	6
Mouza Moubhandar	Ghatsila No : 86	129	308 ½	468.2	Acquired Land
Mouza Moubhandar	Ghatsila No : 86	92	54, 55, 57, 58, 59, 60, 61, 62	3.5	Purchased Land
Mouza Gopalpur	Ghatsila No: 113	203, 67, 68 209, 107	620, 804 (Old Plot No : 812, 893) 804/1205, 797, 798, 799, 800, 619 & 621	5.75	Purchased Land
		495	805 (Portion)	0.33	-do-
		495	805 (-do)	0.33	-do-
		495	805 (-do-)	0.31	-do-
		53	618 (Portion)	0.08	-do-
		53	-do-	0.08	-do-
		53	-do-	0.08	-do-
		53	-do-	0.08	-do-
		53	-do-	0.08	-do-
		53	-do-	0.08	-do-
		53	-do-	0.08	-do-
		53	-do-	0.08	-do-
		53	-do-	0.08	-do-
		53	-do-	0.08	-do-
		53	-do-	0.16	-do-
		53	-do-	0.33	-do-
		53	-do-	0.16	-do-

1	2	3	4	5	6
		53	618 (Portion)	0.24	Purchased Land
		53	-do-	0.16	-do-
		53	-do-	0.16	-do-
		53	-do-	0.06	-do-
		53	-do-	0.06	-do-
		53	-do-	0.16	-do-
		53	-do-	0.24	-do-
		53	-do-	0.16	-do-
		53	-do-	0.08	-do-
		53	-do-	0.08	-do-
		53	-do-	0.24	-do-
		613	619/1254	1.14	-do-
		454	638	0.63	-do-
		291	639/1263	0.65	-do-
		498	639/1212	0.33	-do-
		480	639/1173(P)	0.16	-do-
		38	639/1257	0.44	-do-
		572	639/1174	0.14	-do-
		9	639/1232	0.68	-do-
		538	639/1217	0.99	-do-
		112	639/1176	0.08	-do-
		639	639/1255	0.70	-do-
		53	806	0.40	-do-
		278	617	0.17	-do-
		626	625/1267	0.30	-do-
		74	807/809	0.07	-do-

ANNEXURE III

HINDUSTAN COPPER LIMITED

RAKHA COPPER PROJECT

Details of Company's land at Rakha Copper Project

Village	Thana No.	Plot Nos.	Area in acres	Type of possession
1	2	3	4	5
SWASPUR	GHATSILA	763	7.18	Acquired Land
N. Railway land	(1105)	764	0.49	"
S. Village Barapahar	"	765	11.04	"
E. Vill. Gopalpur	"	766	0.49	"
W. D.B. Road & Plot No.	"	769	0.88	"
767	"	770	0.97	"
	"	771	0.31	"
	"	772	1.54	"
	"	773	3.36	"
	"	774	0.20	"
	"	775	3.70	"
	"	776	0.31	"

1	2	3	4	5
	GHATSILA (1105)	777	0.53	ACQUIRED LAND
	"	778	8.00	"
	"	779	0.60	"
	"	780	0.45	"
	"	781	3.00	"
	"	782	1.85	"
	"	783	1.17	"
	"	784	0.65	"
	"	785	0.75	"
	"	786	2.98	"
	"	787	1.65	"
	"	788	9.08	"
	"	789	1.80	"
	"	790	0.95	"
	"	791	0.63	"
	"	792	5.11	"
	"	795	1.01	"
	"	793	6.26	"
	"	796	0.11	"
	"	797	4.83	"
GOPALPUR	1106	25	1.04	"
N. Railway Land	"	26	0.16	"
S. Barapahar Vill.	"			"
E. Plot No. 100	"	27	0.11	"
W. Swaspur Village	"	28	1.55	"
	"	30	0.11	"
	"	31	2.08	"
	"	32	0.10	"
	"	33	0.45	"
	"	34	0.44	"
	"	35	4.60	"
	"	37	4.32	"
	"	40	3.55	"
	"	41	1.28	"
	"	42	2.03	"
	"	43	2.10	"
	"	44	0.64	"
	"	45	0.40	"
	"	46	0.48	"
	"	47	0.50	"
	"	48	0.29	"
	"	49	0.11	"
	"	50	1.16	"
	"	51	0.06	"
	"	52	0.29	"
	"	53	0.20	"
	"	54	0.05	"
	"	55	0.50	"
	"	56	0.24	"

1	2	3	4	5
GOPALPUR	1106	57	0.48	ACQUIRED LAND
	"	58	0.22	"
	"	59	0.62	"
	"	36	0.05	"
	"	38	0.04	"
	"	39	0.04	"
	"	60	0.95	"
	"	61	0.25	"
	"	62	1.03	"
	"	63	0.06	"
	"	64	1.11	"
	"	65	0.16	"
	"	66	1.45	"
	"	67	2.00	"
	"	68	1.50	"
	"	69	0.17	"
	"	70	0.84	"
	"	71	0.44	"
	"	72	1.03	"
	"	73	0.18	"
	"	74	0.58	"
	"	75	0.22	"
	"	76	0.27	"
	"	77	0.35	"
	"	78	0.20	"
	"	79	0.04	"
	"	80	0.86	"
	"	81	0.02	"
	"	82	0.04	"
	"	83	0.16	"
	"	84	0.18	"
	"	85	0.34	"
	"	86	0.40	"
	"	87	1.41	"
	"	88	0.77	"
	"	89	0.42	"
	"	90	1.23	"
	"	91	0.22	"
	"	92	0.17	"
	"	93	0.22	"
	"	Portion 94	0.64	"
	"	" 95	0.89	"
	"	96	0.38	"
	"	97	0.53	"
	"	Portion 98	0.89	"
	"	" 99	0.87	"
	"	31/102	0.58	"
	"	34/103	0.40	"
	"	40/104	0.58	"
	"	46/105	0.30	"
	"	50/106	0.19	"

1	2	3	4	5
	1106	52/107	0.07	ACQUIRED LAND
	"	47/108	0.09	"
	"	60/109	0.19	"
	"	60/110	1.04	"
	"	60/111	0.30	"
	"	62/112	0.58	"
	"	35/113	0.22	"
	"	47/114	0.06	"
	"	75/115	0.26	"
	"	93/116	1.40	"
	"	71/117	0.11	"
	"	64/118	0.14	"
BARAPAHAR				
N. Plot No. 1 and 308	1107	3	0.16	"
S. Plot 288, 289, 290	"	4	0.22	"
E. Plot No. 291 & 309	"	5	0.76	"
W. Swaspur Village Boundary	"	6	0.28	"
& Gopalpur Village Boundary	"	7	0.23	"
	"	8	0.19	"
	"	9	0.07	"
	"	10	0.08	"
	"	11	1.06	"
	"	12	0.20	"
	"	13	0.30	"
	"	14	1.25	"
	"	15	0.36	"
	"	16	0.17	"
	"	17	0.38	"
	"	18	0.08	"
BARAPAHAR				
	"	19	0.17	"
	"	20	1.08	"
	"	21	0.34	"
	"	22	0.16	"
	"	23	0.11	"
	"	24	0.24	"
	"	25	0.28	"
	"	26	0.14	"
	"	27	0.97	"
	"	28	0.44	"
	"	29	1.57	"
	"	30	0.31	"
	"	32	0.34	"
	"	39	0.06	"
	"	40	0.14	"
	"	41	0.42	"
	"	42	0.10	"
	"	43	0.08	"
	"	44	0.06	"
	"	45	0.17	"
	"	46	0.84	"

1	2	3	4	5
BARAPAHAR	1107	47	0.50	ACQUIRED LAND
	"	48	0.23	"
	"	49	0.21	"
	"	50	0.71	"
	"	51	0.65	"
	"	53	0.91	"
	"	54	0.22	"
	"	55	0.26	"
	"	56	0.73	"
	"	58	0.47	"
	"	59	0.80	"
	"	60	0.41	"
	"	61	0.40	"
	"	62 Portion	17.18	"
	"	63	1.74	"
	"	64	1.56	"
	"	65	0.84	"
	"	66	0.62	"
	"	67	0.37	"
	"	82	0.14	"
	"	83	1.29	"
	"	91	0.83	"
	"	92	1.56	"
	"	93 Portion	2.67	"
	"	94	0.57	"
	"	95	2.70	"
	"	96	0.56	"
	"	97	0.32	"
	"	98	0.22	"
	"	99	0.14	"
	"	100	0.10	"
	"	101	0.09	"
	"	102	0.14	"
	"	103	0.35	"
	"	104	0.04	"
	"	105	0.33	"
	"	106	0.41	"
	"	107	0.71	"
	"	108	0.20	"
	"	109	0.23	"
	"	116	1.01	"
	"	117	0.39	"
	"	118	1.05	"
	"	119	0.19	"
	"	120	0.06	"
	"	121	0.06	"
	"	122	0.09	"
	"	125	0.20	"
	"	127	0.06	"
	"	128	0.39	"

1	2	3	4	5
BARAPAHAR	1107	130	0.16	ACQUIRED LAND
	"	132	0.21	"
	"	133	0.11	"
	"	134	0.08	"
	"	135	0.10	"
	"	140	0.10	"
	"	141	0.21	"
	"	142	0.26	"
	"	143	0.25	"
	"	144	0.73	"
	"	145Portion	0.49	"
	"	146	1.40	"
	"	147	0.90	"
	"	148	1.27	"
	"	149	0.09	"
	"	150	0.55	"
	"	151	0.11	"
	"	152	0.51	"
	"	153	0.64	"
	"	159	0.50	"
	"	160	0.50	"
	"	161	0.21	"
	"	162	0.54	"
	"	163	0.13	"
	"	164	1.98	"
	"	165	2.67	"
	"	166	0.10	"
	"	168	1.37	"
	"	169	1.02	"
	"	171	0.43	"
	"	172Portion	0.12	"
	"	173	0.48	"
	"	175	0.16	"
	"	178	1.19	"
	"	187	1.56	"
Barapahar	1107	188	0.51	Acquired Land
	"	189	0.76	"
	"	190	0.61	"
	"	191	0.95	"
	"	192	1.16	"
	"	193	2.35	"
	"	194	0.69	"
	"	195	1.10	"
	"	196	0.25	"
	"	197	0.10	"
	"	198	0.44	"
	"	199	0.10	"
	"	200	0.37	"
	"	201	0.42	"
	"	202	0.19	"
	"	203	0.36	"
	"	204	1.47	"
	"	205	0.55	"
	"	206	0.80	"
	"	207	0.25	"
	"	208	0.61	"
	"	209	0.50	"
	"	210	0.87	"
	"	211	0.51	"
	"	212	0.27	"
	"	213	0.10	"
	"	214	0.69	"

1	2	3	4	5
BARAHAHAR	1107	216	0.30	ACQUIRED LAND
	"	217	0.29	"
	"	218	0.26	"
	"	217	0.73	"
	"	220	0.04	"
	"	221	0.05	"
	"	223	0.91	"
	"	225	0.06	"
	"	226	0.20	"
	"	227	0.09	"
	"	228	0.17	"
	"	229	0.20	"
	"	230	0.02	"
	"	231	0.02	"
	"	232	0.11	"
	"	233	0.88	"
	"	234	0.36	"
	"	235	0.15	"
	"	236	0.68	"
	"	237	0.14	"
	"	238	0.21	"
	"	239	2.93	"
	"	240	0.13	"
	"	241	0.04	"
	"	242	0.15	"
	"	243	0.26	"
	"	244	0.96	"
	"	245	0.09	"
	"	246	0.03	"
	"	247	1.81	"
	"	249	0.17	"
	"	250	0.97	"
	"	251	0.08	"
	"	252	1.43	"
	"	253	0.16	"
	"	254	0.36	"
	"	255	0.15	"
	"	256	0.04	"
	"	257	0.04	"
	"	258	0.04	"
	"	259	0.48	"
	"	260 Portion	0.88	"
	"	261	0.42	"
	"	263	0.53	"
	"	264	0.15	"
	"	265	0.06	"
	"	266	0.48	"
	"	267	0.14	"
	"	268	0.54	"
	"	269	0.67	"

1	2	3	4	5
BARAPAHAR	1107	270	0.39	ACQUIRED LAND
	"	271	0.12	"
	"	272	0.56	"
	"	274	0.21	"
	"	275	0.53	"
	"	279	0.28	"
	"	280 Portion	0.77	"
	"	281	0.19	"
	"	282	0.12	"
	"	283 Portion	1.60	"
	"	284	0.59	"
	"	285	0.32	"
	"	286	0.54	"
	"	292	0.10	"
	"	293	0.07	"
	"	294	0.09	"
	"	296	0.20	"
	"	297	0.02	"
	"	298	0.34	"
	"	299	0.41	"
	"	300	0.58	"
	"	301	0.38	"
	"	302	0.21	"
	"	303	0.15	"
	"	304	0.07	"
	"	305	0.16	"
	"	306	0.24	"
	"	307	1.00	"
	"	284/310	0.73	"
	"	272/311	0.15	"
	"	308/312 Portion	2.52	"
	"	300/314	0.36	"
	"	302/315	0.36	"
	"	2/316	1.88	"
	"	62/318	1.62	"
	"	62/319	2.94	"
	"	194/321 Portion	0.09	"
	"	244/322	0.16	"
	"	3/323	0.53	"
	"	24/324	0.22	"
	"	93/325	1.70	"
	"	181/326	0.01	"
	"	183/327	0.02	"
TETULDANGA	93	192 Portion	0.16	"
N Guranalla &	"	193	0.12	"
P W D Road	"	194	3.74	"
S. P.W.D. Road	"	222	2.48	"
Matigora Village	"	195	2.02	"
boundary	"	197	4.76	"

1	2	3	4	5
E. Murgaghutu Village Boundary	93	199	0.96	Acquired Land
	"	200	2.70	"
W. 3. D Road Plot No. 189 & Matigora Vill. Boundary	"	201	1.80	"
	"	202	2.64	"
	"	203	3.30	"
	"	204	0.10	"
	"	205	0.84	"
	"	206	0.95	"
	"	207	0.60	"
	"	208	0.93	"
	"	210	0.85	"
	"	212	0.32	"
	"	213	0.30	"
	"	214	0.66	"
	"	215	1.35	"
	"	216	1.87	"
TETULDANGA	"	217 Portion	0.11	"
	"	220	24.18	"
	"	191	10.00	Permissive Possession
	"	192	0.56	"
	"	193	0.46	"
	"	196	0.85	"
	"	198	0.50	"
	"	209	0.16	"
	"	211	0.55	"
	"	218	0.29	"
MURGAGHUTU	92	2 Portions	0.72	Acquired Land
N. Plot No. 1	"	3	0.63	"
S. Matigora Vill. Boundary & Sindurguri Nallah	"	4	0.11	"
	"	5	0.09	"
	"	6	0.11	"
E. Sindurguri Nallah	"	7	0.16	"
	"	8	1.25	"
W Tetuldanga Village Boundary	"	9	0.22	"
	"	10	0.12	"
	"	11	0.37	"
	"	16	0.08	"
	"	17	0.30	"
	"	18	0.31	"
	"	19	0.55	"
	"	22	0.10	"
	"	24	0.07	"
	"	25 Portion	0.32	"
	"	26	0.14	"
	"	29	0.14	"
	"	30	0.15	"
	"	32	0.06	"
	"	33	0.55	"
	"	34	0.54	"
	"	35	0.37	"
	"	38	0.77	"

1	2	3	4	5
MURGAGHUTU	92	39	0.14	Acquired Land
	"	28	0.05	"
	"	27	0.05	"
	"	40	0.23	"
	"	41	2.80	"
	"	43	0.25	"
	"	46	0.22	"
	"	47	0.15	"
	"	2/152	0.94	"
	"	48	0.07	"
	"	50	0.47	"
	"	51	0.82	"
	"	54	0.49	"
	"	55	1.34	"
	"	56	0.46	"
	"	58	0.33	"
	"	60	0.35	"
	"	61	1.25	"
	"	62	1.04	"
	"	64	1.40	"
	"	67	1.01	"
	"	68	0.18	"
	"	70	5.55	"
	"	72	0.42	"
	"	73	0.30	"
	"	74	0.13	"
	"	75	0.09	"
	"	76	1.68	"
	"	77	0.43	"
	"	78	0.08	"
	"	79	0.05	"
	"	80	0.71	"
	"	81 Portion	0.69	"
	"	82	0.22	"
	"	83	0.54	"
	"	84	0.58	"
	"	85	0.57	"
	"	86	0.34	"
	"	87	0.14	"
	"	88 Portion	8.44	"
	"	89	0.24	"
	"	93	0.69	"
	"	94	2.10	"
	"	96	1.70	"
	"	97	1.65	"
	"	98	0.14	"
	"	99	1.00	"
	"	71	0.01	"
	"	95	0.01	"
	"	69	0.04	"

1	2	3	4	5
MURGAGHUTU	92	66	0.68	Acquired Land
"	"	109	0.04	"
"	"	100	2.44	"
"	"	101	0.07	"
"	"	103	0.46	"
"	"	104	0.45	"
"	"	106	0.10	"
"	"	107	0.10	"
"	"	108	0.56	"
"	"	111	0.30	"
"	"	112	0.12	"
"	"	113 Portion	0.17	"
"	"	114	0.35	"
"	"	115	0.08	"
"	"	121	0.20	"
"	"	123	0.67	"
"	"	126	0.35	"
"	"	128	0.08	"
"	"	130	0.15	"
"	"	132	0.40	"
"	"	59/138	0.28	"
"	"	139	1.00	"
"	"	140	1.00	"
"	"	141	0.18	"
"	"	144	0.55	"
"	"	40/147	0.16	"
"	"	148	0.12	"
"	"	149	0.70	"
"	"	150	1.01	"
"	"	151	4.30	"
"	"	153	0.85	"
"	"	2	4.08	Permissive Possession
"	"	4/135	0.02	"
"	"	6/136	0.02	"
"	"	12	0.01	"
"	"	13	0.03	"
"	"	14	0.69	"
"	"	15	0.05	"
"	"	20	0.19	"
"	"	21	0.14	"
"	"	23	0.15	"
"	"	25 Portion	2.14	"
"	"	31	0.07	"
"	"	36	0.13	"
"	"	37	0.20	"
"	"	42	0.03	"
"	"	44	2.50	"
"	"	49	0.17	"
"	"	52	0.02	"
"	"	53	0.03	"

1	2	3	4	5
MURGAGHUTU	92	57	0.10	Permissive Possession
	"	59	0.68	"
	"	56/137	0.07	"
	"	63	0.23	"
	"	64	1.40	"
	"	65	0.25	"
	"	42/153 Portion	9.20	"
	"	101	1.70	"
	"	102	0.19	"
	"	103	0.46	"
	"	105	0.50	"
	"	107 Portion	3.52	"
	"	125	1.02	"
	"	142	0.20	"
	"	143	0.07	"
	"	90	0.98	"
	"	91	0.03	"
	"	92	0.05	"
	"	93/145	0.45	"
	"	66	0.68	Acquired Land
	"	115	0.08	"
	"	94/146	0.43	Permissive Possession
ROAM	91	3	1.50	Acquired Land
N. Plot No. 2	"	4	0.94	"
Gurra Nallah &	"	5	0.18	"
Sindurguri	"	6	0.15	"
Nallah	"	7	1.71	"
S. Road, Plot No. 215	"	8	2.06	"
E. Digri Village Boundary	"	9	0.20	"
W. Murgaghutu Village and road	"	10	0.16	"
and Sindurguri Nallah	"	11	0.74	"
	"	12	1.23	"
	"	13	0.45	"
	"	14	0.40	"
	"	15 Portion	1.52	"
	"	16	0.09	"
	"	17	0.06	"
	"	18	0.45	"
	"	19	0.40	"
	"	20	1.76	"
	"	21/1210	0.12	"
	"	21 Portion	0.33	"
	"	22	0.17	"
	"	23	0.20	"
	"	24	0.23	"
	"	25	0.08	"
	"	26	0.68	"
	"	27	0.28	"
	"	28	0.45	"
	"	29/1201	0.05	"

1	2	3	4	5
ROAM	91	29/1200	0.09	Acquired Land
	"	29	0.46	"
	"	Portion 30	0.46	"
	"	31	0.38	"
	"	32	0.47	"
	"	27/1202	0.04	"
	"	27/1208	0.06	"
	"	32/1203	0.04	"
	"	33/1204	0.18	"
	"	34/1205	0.41	"
	"	33	0.56	"
	"	34(34)	0.57	"
	"	35	0.55	"
	"	36	0.17	"
	"	37	0.25	"
	"	38	0.45	"
	"	39	0.09	"
	"	40	0.30	"
	"	40/1206	0.62	"
	"	41	0.20	"
	"	Portion 42	0.18	"
	"	43	0.31	"
	"	44	0.17	"
	"	45	0.18	"
	"	46	0.34	"
	"	47	0.27	"
	"	48	0.11	"
	"	49	0.09	"
	"	50	0.11	"
	"	51	0.37	"
	"	52	0.21	"
	"	53	0.40	"
	"	Portion 54	0.40	"
	"	55	0.20	"
	"	56	0.20	"
	"	57	0.12	"
	"	58	0.21	"
	"	59	0.14	"
	"	60	0.24	"
	"	61	0.02	"
	"	62	0.10	"
	"	63	0.19	"
	"	64	0.11	"
	"	65	0.22	"
	"	67	0.08	"
	"	68	0.52	"
	"	69	0.02	"
	"	70	0.35	"
	"	71	0.15	"
	"	72	0.12	"
	"	73	0.06	"
	"	74	0.09	"

1	2	3	4	5
ROAM	91	75	0.08	Acquired Land
	"	78	0.19	"
	"	79	0.10	"
	"	80	0.30	"
	"	81	0.02	"
	"	82	0.06	"
	"	83	0.18	"
	"	84	0.10	"
	"	85	0.18	"
	"	86	0.14	"
	"	94	0.28	"
	"	95	0.09	"
	"	95/1250	0.14	"
	"	96	0.59	"
	"	100	1.57	"
	"	106	0.63	"
	"	108	0.66	"
	"	110	0.88	"
	"	111	0.44	"
	"	112	0.15	"
	"	113	0.10	"
	"	115	1.01	"
	"	116	0.19	"
	"	119	0.02	"
	"	123	0.02	"
	"	120	0.26	"
	"	124	0.23	"
	"	127	1.45	"
	"	128	0.04	"
	"	129	0.02	"
	"	130	0.04	"
	"	131	0.03	"
	"	132	0.02	"
	"	133	0.05	"
	"	134	1.14	"
	135	135	0.10	"
	"	136	0.55	"
	"	137	0.82	"
	"	139	0.79	"
	"	141/1226	0.19	"
	"	140	0.06	"
	"	Portion 141	0.80	"
	"	142	1.96	"
	"	144	0.11	"
	"	143	0.57	"
	"	145	0.22	"
	"	87	0.15	"
	"	88	0.02	"
	"	89	0.10	"
	"	90	0.10	"

1	2	3	4	5
ROAM	91	91	0.01	Acquired Land
	"	92	0.03	"
	"	93	0.29	"
	"	97	0.02	"
	"	98	0.10	"
	"	99	0.08	"
	"	146	0.61	"
	"	147	1.27	"
	"	148	0.82	"
	"	149	0.05	"
	"	150	0.17	"
	"	151	0.82	"
	"	152	0.36	"
	"	11/1246	0.22	"
	"	11/1209	0.15	"
	"	154	0.52	"
	"	155	0.55	"
	"	156	0.77	"
	"	157	0.67	"
	"	158	0.78	"
	"	159	0.55	"
	"	160	0.83	"
	"	161	0.43	"
	"	162	0.18	"
	"	163	0.24	"
	"	164	3.66	"
	"	165	2.01	"
	"	166	0.80	"
	"	167	0.43	"
	"	168	0.39	"
	"	169	0.28	"
	"	170	0.23	"
	"	171	0.88	"
	"	172	0.52	"
	"	173	0.97	"
	"	174	0.46	"
	"	175	0.67	"
	"	176/1224	0.44	"
	"	177	0.48	"
	"	178	0.50	"
	"	101	0.02	"
	"	102	0.52	"
	"	103	0.01	"
	"	104	0.15	"
	"	105	0.05	"
	"	107	0.14	"
	"	109	1.02	"
	"	126	0.34	"
	"	125	0.02	"
	"	121	0.02	"

1	2	3	4	5
ROAM	91	122	0.72	Acquired Land
	"	118	0.04	"
	"	117	0.39	"
	"	114	0.71	"
	"	138	0.06	"
	"	179	0.72	"
	"	180	1.04	"
	"	181 Portion	1.68	"
	"	181/1212	0.65	"
	"	182 Portion	0.91	"
	"	184	0.93	"
	"	164/1262	1.62	"
	"	185	0.44	"
	"	186	0.55	"
	"	188	0.23	"
	"	189	0.36	"
	"	190 Portion	1.75	"
	"	192	0.07	"
	"	194	0.45	"
	"	195 Portion	0.24	"
	"	196	0.37	"
	"	197	0.35	"
	"	198	0.36	"
	"	199	0.54	"
	"	200	0.67	"
	"	201	0.60	"
	"	202	0.45	"
	"	204	0.07	"
	"	203	0.39	"
	"	205	0.04	"
	"	198/1258	0.20	"
	"	198/1256	0.10	"
	"	198/1257	0.12	"
	"	206	0.36	"
	"	207	0.24	"
	"	212	0.14	"
	"	207/1243	0.16	"
	"	28/40	0.34	"
	"	15 Portion	0.98	Permissive possession
	"	42 Portion	2.35	"
	"	109	10.42	"
	"	135	16.21	"
	"	141	1.04	"
	"	153	0.23	"
	"	176	2.54	"
	"	183 Portion	2.63	"
	"	187	0.04	"
	"	191	0.40	"
	"	193 Portion	2.97	"
	"	195 Portion	1.12	"

1	2	3	4	5
	91	159/1225	0.10	Permissive Possession
	..	370	18.55	..
	94	366	1.39	..
MATIGORA MAIN SHAFT	..	365	2.16	..
AREA	..	370	3.35	..
	..	372	3.58	..
ROAM				
N. Plot No. 428	91 Khata No. 172	1155	0.39	Purchased Land
S. Plot No. 1162				
E. Plot No. 1152				
and 1154				
W. Plot No. 1156				

ANNEXURE-IV

DETAILS OF COMPANY'S LAND AT LAPSO KYANITE MINES

Village	Thana No.	Khata No.	Plot No.	Area in acres	Type of Possession	Nature of Right	Remarks
1	2	3	4	5	6	7	8
Galudih	32	110	807	0.08	Depot Office	Ownership	
..	..	110	808	0.01	..	..
..	..	110	810	1.10	..	..
..	..	110	811	0.29	..	..
..	..	110	809	0.17	Residential Qtrs	..	
..	..	110	812	0.83	..	..
..	..	110	813	0.17	..	..
..	..	110	814	1.96	..	..
..	..	110	815	0.08	..	..
..	..	110	816	0.04	..	..
..	..	110	817	0.06	..	..
..	..	110	818	0.05	..	..
..	..	110	819	0.04	..	..
..	..	110	820	0.05	..	..
..	..	110	821	0.16	..	..
..	..	110	822	0.70	..	..
..	..	110	829	0.40	..	..
..	..	110	830	0.53	..	..
..	..	110	831	0.06	..	..
..	..	108	832	2.24	..	Permissive Possession	
..	..	108	833	0.71	..	..
..	..	108	837	1.00	..	..
..	..	53	850	0.49	..	Ownership	
..	..	22	852	0.30	..	Permissive Possession	
..	..	108	770 Portion	2.00	..	..

1	2	3	4	5	6	7	8
Regadih	33	1	905	0.13	Magazine	Ownership	
"	"	1	906	0.13	"	"	
Kundia Marcha	24	155	1091 Portion	1.25	Quarry Office	Permissive Possession	
"	"	155	1007	0.40	"	"	
"	"	155	1006 Portion	0.08	"	"	

उद्योग मंत्रालय
(कम्पनी कार्य विभाग)

नई दिल्ली, 5 सितम्बर, 1990

का.आ. 2494 :—एकाधिकार तथा अवरोधक व्यापारिक व्यवहार अधिनियम, 1969 (1969 का 54) की धारा 26 की उपधारा (3) के अनुसरण में केन्द्रीय सरकार एतद्वारा पार्क डेविम (इंडिया) लि. जिसका पंजीकृत कार्यालय साकी-नाका, बम्बई-400072 में है, के पंजीकरण के निरस्तीकरण को अधिसूचित करती है, क्योंकि उक्त उपक्रम ऐसे उपक्रमों में से है जिन पर उक्त अधिनियम के भाग "क" अध्याय-III के उपबन्ध अब लागू नहीं होते हैं।

[पंजीकरण संख्या 2650/88/सं. 16/1/90(ii)एम-3]

MINISTRY OF INDUSTRY
(Department of Company Affairs)

New Delhi, the 5th September, 1990

S.O. 2494.—In pursuance of Sub-section (3) of Section 26 of the Monopolies and Restrictive Trade Practices Act, 1969 (54 of 1969), the Central Government hereby notifies the cancellation of the registration of M/s. Parke Davis (India) Limited having its registered office at Saki Naka, Bombay-400072 the said undertaking being undertaking to

which the provisions of part A chapter III of the said Act no longer apply.

[Registration No. 2650/88/No. 16/1/90-(ii) M. III]

का.आ. 2495 :—एकाधिकार तथा अवरोधक व्यापारिक व्यवहार अधिनियम, 1969 (1969 का 54) की धारा 26 की उपधारा (3) के अनुसरण में केन्द्रीय सरकार एतद्वारा मोहना इलेक्ट्रो-स्टील लि. जिसका पंजीकृत कार्यालय प्लॉट नं. 5 आ 6, इन्डस्ट्रियल एरिया, भिवानी, हरियाणा में है, के पंजीकरण के निरस्तीकरण को अधिसूचित करती है क्योंकि उक्त उपक्रम ऐसे उपक्रमों में से है जिन पर उक्त अधिनियम के भाग "क" अध्याय-III के उपबन्ध अब लागू नहीं होते हैं।

[पंजीकरण संख्या 1826/84/सं. 16/1/90(i)-एम-3]

शशिभूषण मिह, उप सचिव

S.O. 2495.—In pursuance of Sub-section (3) of Section 26 of the Monopolies and Restrictive Trade Practices Act, 1969 (54 of 1969), the Central Government hereby notifies the cancellation of the registration of M/s. Mohita Electro Steel Limited, having its registered office at Plot No. 5 and 6 Industrial Area, Bhiwani, (Haryana) the said undertaking being undertaking to which the provisions of part A chapter III of the said Act no longer apply.

[Registration No. 1826/84/No. 16/1/90 (i) M. III]

S. R SINGH, Dy. Secy.

ऊर्जा मंत्रालय

(कोयला विभाग)

नई दिल्ली, 30 अगस्त, 1990

का.आ. 2496 :—केन्द्रीय सरकार, सरकारी स्थान (अप्राधिकृत अधिभोगियों की वेदखली) अधिनियम, 1971 (1971 का अधिनियम सं. 40) की धारा 3 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, नीचे की सारणी के स्तम्भ (1) में उल्लिखित अधिकारी को, जो भारत सरकार के राजपत्रित अधिकारी के समतुल्य रैंक का अधिकारी है, उक्त अधिनियम के प्रयोजनों के लिए ऐसे संपदा अधिकारी नियुक्त करती है जो उक्त सारणी के स्तम्भ (2) में विनिर्दिष्ट सरकारी स्थानों के प्रवर्ग की बाबत अपनी अधिकारिता की सीमाओं के भीतर इस अधिनियम द्वारा या इसके अधीन संपदा अधिकारियों को प्रदत्त शक्तियों का प्रयोग और उन पर अधिरोपित कर्तव्यों का पालन करेंगे।

सारणी

अधिकारी का पदाभिधान

सरकारी स्थानों के प्रवर्ग और अधिकारिता की स्थानीय सीमा

(1)

(2)

उप मुख्य सम्पदा प्रबंधक, कोल इंडिया लि.,
10, नेताजी सुभाष रोड, कलकत्ता

(क) पश्चिमी बंगाल में 10 एन.एम. रोड, उल्टाडांगा, गरियाहाट, कलकत्ता और बिधान नगर (साइट लेक), माउथ 24 परगना स्थित कोल इंडिया लि. की भूमि और भवन।

1

2

(ख) पश्चिमी बंगाल के हुगली जिले में दनकुनी कोल कॉम्प्लेक्स के कारखाने और नगरी क्षेत्रों में स्थित कोल इंडिया लि. के दनकुनी कोल कॉम्प्लेक्स की भूमि और भवन।

(ग) मारधेरिता, असम और नागलबिबरा, पश्चिमी गारो, पहाड़ियाँ, मेघालय स्थित कोल इंडिया लि. के नार्थ ईस्टर्न कोलफील्ड्स की सभी भूमि और भवन।

[फा.सं. 43022/2/90-गल.एम. डब्ल्यू.]

MINISTRY OF ENERGY

(Department of Coal)

New Delhi, the 30th August, 1990

S.O.2496. —In exercise of the power conferred by section 3 of the Public Premises (Eviction of Unauthorised Occupations) Act, 1971 (Act, 40 of 1971) the Central Government hereby appoints the officer mentioned in col. (1) of the Table below being an officer equivalent to the rank of gazetted officer in the Government, to be Estate Officer for the purpose of the said Act, who shall exercise the powers conferred and perform the duties imposed on Estate Officers by or under this Act within the limits of his jurisdiction in respect of the categories of public premises specified in col. 2 of the said Table:

TABLE

Designation of the officer	Categories of Public Premises and local limit of jurisdiction
1	2
Dy. Chief Estate Manager, Coal India Limited, 10 Netaji Subhas Road, CALCUTTA	<p>(a) Lands and buildings of CIL at 10 NS Road, Ultadanga, Gariahat Calcutta and Bidhan Nagar (Salt Lake), South 24 Parganas in West Bengal</p> <p>(b) Lands and buildings of Dankuni Coal Complex, CIL at the factory and town-ship areas of Dankuni Coal Complex in the district of Hooghly, West Bengal.</p> <p>(c) All lands and buildings of North Eastern Coal-fields, CIL at Margherita, Assam and Nangal-bibra, West Garo Hills, Meghalaya.</p>

[No. 43022/2/90/-LSW]

आदेश

नई दिल्ली, 7 सितम्बर, 1990

का.आ. 2497 :—कोयला धारक क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है, की धारा 9 की उपधारा (1) के अधीन जारी की गई भारत के राज-पत्र भाग 2, खंड 3, उपखंड (ii), तारीख 9 सितम्बर, 1989 में भारत सरकार के ऊर्जा मंत्रालय (कोयला विभाग) की अधिसूचना सं. का.आ. 2125, तारीख 17 जुलाई, 1989 के प्रकाशन पर उक्त अधिसूचना में उपाबद्ध अनुसूची में वर्णित भूमि में या उस पर खनिजों के खनन, खदान, बोर करने, उनकी खुदाई करने और तलाश करने, उन्हें प्राप्त करने, उन पर कार्य करने और उन्हें ले जाने के अधिकार उक्त अधिनियम की धारा 10 की उपधारा (1) के अधीन सभी विलंघनों से मुक्त आन्वयिक रूप से केन्द्रीय सरकार में निहित हो गए थे।

और केन्द्रीय सरकार का समाधान हो गया है कि साउथ ईस्टर्न कोल-फील्ड्स लिमिटेड, बिलासपुर (जिसे इसमें इसके पश्चात् सरकारी कंपनी कहा गया है, ऐसे निबंधनों और शर्तों का अनुपालन करने के लिए रजामंद है जो केन्द्रीय सरकार इस निमित्त अधिरोपित करना ठीक समझती है ;

अतः, अब केन्द्रीय सरकार उक्त अधिनियम की धारा 11 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि भूमि में या उस पर इस प्रकार निहित पूर्वोक्त अधिकार 9 सितम्बर, 1989 में केन्द्रीय सरकार में इस प्रकार निहित बने रहने के बजाए निम्न-लिखित निबंधनों और शर्तों के अधीन रहते हुए सरकारी कंपनियों में निहित होंगे; अर्थात् :—

(1) सरकारी कंपनी उक्त अधिनियम के उपबंधों के अधीन यथा अवधारित प्रतिकर, व्याज, नुकसानियों और वैसी ही बातों के संबंध में किए गए सभी संदायों की केन्द्रीय सरकार को प्रतिपूर्ति करेगी;

(2) शर्त (1) के अधीन सरकारी कंपनी द्वारा केन्द्रीय सरकार को संदेय रकम का अवधारण करने के प्रयोजन के लिए एक अधिकरण का गठन किया जाएगा और ऐसे किसी अधिकरण और अधिकरण की सहायता करने के लिए नियुक्त व्यक्तियों के संबंध में उपगत सभी व्यय सरकारी कंपनी द्वारा वहन किए जाएंगे और इसी प्रकार, इस प्रकार निहित उक्त भूमि में या उस पर अधिकारों के लिए या उनके संबंध में अपीलों का विवेक जैसी सभी विधिक कार्यवाहियों की वास्तव उपगत सभी व्यय भी सरकारी कंपनी द्वारा वहन किए जाएंगे;

(3) सरकारी कंपनी ऐसे किसी अन्य व्यय के लिए जो इस प्रकार निहित उक्त भूमि में या उस पर अधिकारों की वास्तव केन्द्रीय सरकार या उसके अधिकारियों द्वारा या

उनके विरुद्ध किसी कार्यवाही के संबंध में आवश्यक हों, केन्द्रीय सरकार या उसके अधिकारियों की क्षतिपूर्ति करेगी;

(4) सरकारी कंपनी को केन्द्रीय सरकार के पूर्व अनुमोदन के बिना उक्त अधिकारों को किसी अन्य व्यक्ति को अन्तरित करने की कोई शक्ति नहीं होगी;

(5) सरकारी कंपनी ऐसे निर्देशों और शर्तों का अनुपालन करेगी जो आवश्यकतानुसार उक्त भूमि के विशिष्ट क्षेत्रों के लिए केन्द्रीय सरकार द्वारा दिए जाएं या अधिरोपित किए जाएं।

[सं. 43015/27/85—सीए/एलएसडब्ल्यू]

ORDER

New Delhi, the 7th September, 1990

S.O. 2497.—Whereas on the publication of the notification of the Government of India in the Ministry of Energy (Department of Coal) No. S.O. 2125 dated the 17th July, 1989 in the Gazette of India, Part II, Section 3, sub-section (ii), dated the 9th September, 1989 issued under sub-section (1) of section 9 of the Coal Bearing Areas (Acquisition and Development) Act 1957 (20 of 1957), here in after referred to as the said Act the rights of mine, quarry, bore, dig and search for win, work and carry away minerals in or over the lands described in the Schedule appended to the said notification vested absolutely in the Central Government free from all encumbrances under sub-section (1) of section 10 of the said Act ;

And whereas the Central Government is satisfied that the South Eastern Coalfields Limited, Bilaspur (hereinafter referred to as the Government Company) is willing to comply with such terms and conditions as the Central Government thinks fit to impose in this behalf ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 11 of the said Act, the Central Government hereby directs that the aforesaid rights in or over the lands so vested shall, with effect from the 9th September, 1989 instead of continuing to so vest in the Central Government, vest in the Government Company, subject to the following terms and conditions, namely :—

- (1) The Government Company shall re-imburse the Central Government all payments made in respect of compensation, interest, damages and the like, as determined under provisions of the said Act ;
- (2) A tribunal shall be constituted for the purpose of determining the amounts payable to the Central Government by the Government Company under condition (1), and all expenditure incurred in connection with any such tribunal and persons appointed to assist the tribunal shall be borne by the Government Company and similarly, all expenditure incurred in respect of all legal proceedings like appeals, etc., for or in connection with the rights, in or over the said lands so vesting shall also be borne by the Government Company ;
- (3) The Government Company shall indemnify the Central Government or its officials against any other expenditure that may be necessary in connection with any proceedings, by or against the Central Government or its officials regarding the rights in or over the said lands so vesting ;
- (4) The Government Company shall have no power to transfer the said rights to any other persons without the previous approval of the Central Government ;
- (5) The Government Company shall abide by such directions and conditions as may be given or imposed by the Central Government for particular areas of the said lands, as and when necessary.

[No. 43015/27/85-CA/LSW]

का.आ. 2498 :—केन्द्रीय सरकार को यह प्रतीत होता है कि इसके उपाखण्ड अनुभाग में उल्लिखित भूमि में कोयला अभिप्राप्त किए जाने की संभावना है:

अन.: अब. केन्द्रीय सरकार, कोयला धाम क्षेत्र (अर्जन और विकास) अधिनियम, 1957 (1957 का 20) की धारा 1 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस क्षेत्र में कोयले का पूर्वेक्षण करने के अपने आशय की सूचना देती है:

इस अधिसूचना के अधीन आने वाले रेखांक सं. एस ई सी एल/बी एस पी/जी एम (परि./मानदरिंग/भूमि/67) तारीख 23 मई, 1990 का निरीक्षण साउथ ईस्टर्न कोलफील्ड्स लिमिटेड (राजस्व अनुभाग), सीपत रोड, बिलामपुर-495001 के कार्यालय में या कलक्टर, बिलामपुर (मध्य प्रदेश) के कार्यालय में या कोयला नियंत्रक, 1, काउन्सिल हाउस स्ट्रीट, कलकत्ता के कार्यालय में किया जा सकता है।

इस अधिसूचना के अधीन आने वाली भूमि में हितबद्ध सभी व्यक्ति उक्त-अधिनियम की धारा 13 की उपधारा (7) में निर्दिष्ट सभी त्वशों, चार्टों और अन्य दस्तावेजों को, इस अधिसूचना के राजपत्र में प्रकाशन की तारीख से नव्वे दिन के भीतर, उप मुख्य संपदा प्रबंधक, साउथ ईस्टर्न कोलफील्ड्स लिमिटेड, सीपत रोड, बिलामपुर को भेजेंगे।

अनुसूची

कारताली ब्लॉक

कोरबा कोलफील्ड्स

जिला बिलासपुर (मध्य प्रदेश)

रेखांक सं. एस ई सी एल/बी एस पी/जी एम (परि./मानदरिंग/भूमि/67) तारीख 23 मई, 1990
(पूर्वेक्षण के लिए अधिसूचित भूमि)

क्र. सं.	ग्राम का नाम	पटवारी हलका सं.	तहसील	जिला	क्षेत्र हैक्टरों में	टिप्पणियां
1.	डोमिया	25	कटघोरा	बिलासपुर	456.228	पूर्ण
2.	डोंगानाला	26	कटघोरा	बिलासपुर	445.302	पूर्ण
3.	गणेशपुर	26	कटघोरा	बिलासपुर	171.738	पूर्ण
4.	कारताला	26	कटघोरा	बिलासपुर	1310.274	पूर्ण
5.	तेदूमठा	26	कटघोरा	बिलासपुर	154.131	पूर्ण
योग :					2537.673 हैक्टर (लगभग)	
					या 6270.59 एकड़ (लगभग)	

सीमा वर्णन :

क-ख रेखा डोंगानाला, चिपाग्रामों की सम्मिलित सीमा पर बिन्दु "क" से आरम्भ होती है और डोंगानाला-चिपा डोंगानाला बक्सारी, डोंगानाला-मंगदीह, डोमिया-मंगदीह, डोमिया रहादीह ग्रामों की सम्मिलित सीमा के साथ साथ आगे बढ़ती है और बिन्दु "ख" पर मिलती है।

ख-ग रेखा डोमिया-सरायखली, तेदुमठा-रागोल कारताला-चाह मठा ग्रामों की सम्मिलित सीमा के साथ गुजरती है और बिन्दु "ग" पर मिलती है।

ग-घ रेखा कारताला-मुनेरा, कारताला, पुटा, ग्रामों से सम्मिलित सीमा के साथ साथ गुजरती है और बिन्दु "घ" पर मिलती है।

घ-क रेखा कारताला, गणेशपुर, डोंगानाला ग्राम की दक्षिणी सीमा के साथ साथ गुजरती है और बिन्दु "क" पर मिलती है।

[सं. 43013/12/90-एन एम डब्ल्यू]

बी.बी. राव, अवर सचिव

S.O. 2498.—Whereas it appears to the Central Government that coal is likely to be obtained from the lands mentioned in the Schedule hereto annexed ;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 4 of the Coal Bearing Areas (Acquisition and Development) Act, 1957 (20 of 1957), the Central Government hereby gives notice of its intention to prospect for coal therein ;

The plan No. SECL/BSP/GN (Proj/Montg.)/Land/67 dated the 23rd May, 1990 of the area covered by this notification

can be inspected at the office of the South Eastern Coalfields Limited (Revenue Section), Seepat Road, Bilaspur-495001 or at the office of the Collector, Bilaspur (Madhya Pradesh) or at the office of the Coal Controller, 1 Council House Street, Calcutta.

All persons interested in the land covered by this notification shall deliver all maps, charts and other documents referred to in sub-section (7) of section 13 of the said Act to the Dy. Chief Estate Manager, South Eastern Coalfields Limited, Seepat Road, Bilaspur within ninety days from the date of publication of this notification in the Official Gazette.

SCHEDULE
KARTALI BLOCK
KORBA COALFIELD
DISTRICT—BILASPUR (MADHYA PRADESH)

Plan No. SECL/BSP/GN (Proj/Montg.)/Land/67
dated the 23rd May, 1990
(Showing land notified for prospecting)

Sl. No.	Name of Village	Patwari Halka Number	Tahsil	District	Area in hectares	Remarks
1.	Domia	25	Katghora	Bilaspur	456.228	Full
2.	Donganala	26	Katghora	Bilaspur	445.302	Full
3.	Ganeshpur	26	Katghora	Bilaspur	171.738	Full
4.	Kartala	26	Katghora	Bilaspur	1310.274	Full
5.	Tendubhatha	26	Katghora	Bilaspur	154.131	Full
Total:					2537.673 hectares (approximately)	
					OR 6270.59 acres (approximately)	

Boundary Description :

- A-B Line starts from point 'A' on the common boundary of villages Donganala, Chepa and proceeds along the common boundary of villages Donganala-Chepa, Donganala Baksahi, Donganala-Mangadih, Domia-Mangadih, Domia-Rahadih and meets at point 'B'.
- B-C Line passes along the common boundary of villages Domia-Saraipali, Tendubhatha-Rangole, Kartala-Dhaurabhata and meets at point 'C'.
- C-D Line passes along the common boundary of villages Kartala-Nunera, Kartala-Puta and meets at point 'D'.
- D-A Line passes along the southern boundary of village Kartala, Ganeshpur, Donganala and meets at the starting point 'A'.

[No. 43015/12/90-LSW]
B. B. RAO, Under Secy.

पेट्रोलियम और रसायन मंत्रालय,

नई दिल्ली, 3 सितम्बर, 1990

का.आ. 2499 :—पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 2 खण्ड (क) के अनुसरण में और भारत सरकार पेट्रोलियम और प्राकृतिक गैस मंत्रालय की दिनांक 14 अप्रैल, 1986 की अधिसूचना सं. एस.ओ. 1706 का अधिक्रमण करते हुए केन्द्रीय सरकार एतद्वारा नीचे दी गई अनुसूची के कालम 1 में दिए गए प्राधिकारी को कथित अधिनियम के अधीन अनुसूची के कालम 2 में परिभाषित के अन्तर्गत निम्नलिखित क्षेत्रों के अन्तर्गत भक्ष्य प्राधिकारी के कार्य करने के लिए प्राधिकृत करती है।

अनुसूची

प्राधिकारी और पता	क्षेत्राधिकार
श्री बी. के दातीर, कार्मिक एवं प्रशासन अधिकारी, इंडियन ऑयल कॉर्पोरेशन लिमिटेड, सलाया-मथरा पाइपलाइन, सेन्दरा पम्प स्टेशन, पोस्ट आफिस-सेन्दरा, जिला-पाली, राजस्थान-306102	राजस्थान तथा उत्तर प्रदेश

[सं. आर-25027/1/90-आं आर-I]

MINISTRY OF PETROLEUM AND CHEMICALS

New Delhi, the 3rd September, 1990

S.O. 2499.—In pursuance of Clause (a) of section 2 of The Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) and in supersession of the notification of the Government of India, Ministry of Petroleum and Natural Gas No. S.O. 1706 dated 14th April, 1986, the Central Government hereby authorises the authority mentioned in column 1 of the Schedule below to perform the functions of the Competent Authority under the said Act, within the areas mentioned in the corresponding entry in column 2 of the said Schedule.

SCHEDULE

1

Authority and Address	Areas
Shri V.K. Dahir, Personnel and Admin. Officer, Indian Oil Corporation Limited, Salava-Mathura Pipelines, Sendra Pump Station, Post Office Sendra, Pali District Rajasthan 306102.	Rajasthan and Uttar Pradesh

कांडला-भटिण्डा पाइपलाइन,
ए-30, सेन कॉलोनी, बनी पार्क,
जयपुर (राजस्थान)

[क्रमांक : ओ-31015/12/89-ओ आर-1]

के.सी. कटोच, अवसर मचिव

[No. R-25027 1.90-OR 1]

New Delhi, the 4th September, 1990

नई दिल्ली, 4 सितम्बर, 1990

का.आ. 2500 :—पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) की धारा 2 के खण्ड “क” के अनुसरण में केन्द्रीय सरकार एतद्वारा नीचे दी गई कालम 1 में दिये हुये प्राधिकारी को कथित अधिनियम के अधीन अनुसूची के कालम 2 में प्रविष्टि के अनुरूप लिखित क्षेत्रों के अन्दर मक्षम प्राधिकारी के कार्य करने के लिए प्राधिकृत करती है।

अनुसूची

प्राधिकारी एवम पता	क्षेत्र
1	2
श्री हनुमान सहाय वागड़ा, लाइज़न आफिसर, इंडियन ऑयल कॉर्पोरेशन लि.,	राजस्थान

SCHEDULE

Authority and Address	Areas
Shri Hanuman Sahai Bagera, Liaison Officer Indian Oil Corporation Ltd. Kandla-Bhatinda Pipeline A-30, Sen Colony, Bani Park, JAIPUR-302016 (Rajasthan)	Rajasthan

[No. O-31015/12/89-OR-1]

K.C. KATOCH, Under Secy.

स्वास्थ्य और परिवार कल्याण मंत्रालय

नई दिल्ली, 1 अगस्त, 1990

का.आ. 2501 :—केन्द्रीय सरकार, होम्योपैथी केन्द्रीय परिषद् अधिनियम, 1973 (1973 का 59) की धारा 13 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, होम्योपैथी केन्द्रीय परिषद् में परामर्श करने के पश्चात् उक्त अधिनियम की द्वितीय अनुसूची में निम्नलिखित और संशोधन करती है, अर्थात् :—

द्वितीय अनुसूची में “केरल” शीर्षक के अधीन क्रम सं. 9 “क” और उसमें संबंधित प्रविष्टियों के पश्चात् निम्नलिखित क्रम संख्या और प्रविष्टियां अन्तः स्थापित की जाएंगी, अर्थात् :—

विश्वविद्यालय/बोर्ड या चिकित्सीय संस्था का नाम	मान्यता प्राप्त चिकित्सीय मेडिसिन एंड सर्जरी	रजिस्ट्रिकरण के लिए संक्षिप्ताक्षर	टिप्पणियां
1	2	3	4
“9-ख केरल विश्वविद्यालय	होम्योपैथिक चिकित्सा और शल्य चिकित्सा में स्नातक	बी एच एम एम	1989 से 1990 तक

[सं. 27021/2/89-होमियो]

टिप्पणः—भूल अधिसूचना सं. का.आ.सं. 76 दिनांक 20 दिसम्बर, 1973, भारत का राजपत्र, असाधारण भाग II, खंड 1 द्वारा अधिसूचित की गई थी और तत्पश्चात् का.आ.सं. 1517 दिनांक 26-2-1983 भारत का राजपत्र दिनांक 12-3-1983 के भाग II, खंड 2, उप खंड (ii) के पृष्ठ सं. 1481 द्वारा संशोधित की गई।

MINISTRY OF HEALTH AND FAMILY WELFARE

New Delhi, the 1st August, 1990

S.O. 2501.—In exercise of the powers conferred by sub-section (2) of section 13 of the Homoeopathy Central Council Act, 1973 (59 of 1973), the Central Government

after consulting the Central Council of Homoeopathy, hereby makes the following further amendment in the Second Schedule to the said Act, namely :—

In the Second Schedule, under the head "Kerala" after serial number '9A' and entries relating thereto the following serial number and entries shall be inserted, namely:—

1	2	3	4
"9 B. University of Kerala	Bachelor of Homoeopathic Medicine and Surgery	B.H.M.S.	From 1989 to 1990"

[No. V. 27021/2/89-Homoeo]
S.B. GOEL, Director

FOOT NOTE: The principal Notification was notified in S.O. No. 76 dated 20th Dec. 1973 in Gazette of India—Extraordinary Part II Section 1 and subsequently amended S.O. No. 1517 dt. 26-2-83 at page No. 1481 of Gazette of India dated 12-3-1983 in Part 2 Section 3 Sub-Sec. (ii).

नई दिल्ली, 21 अगस्त, 1990

का.आ. 2502:—केन्द्रीय सरकार, होम्योपैथी केन्द्रीय परिषद् अधिनियम 1973 (1973 का 59) की धारा 13 की उपधारा (2) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय परिषद् में परामर्श करने के पश्चात् उक्त अधिनियम की द्वितीय अनुसूची में निम्नलिखित संशोधन करती है, अर्थात् :—

"कर्नाटक" शीर्षक के नीचे मद 7 और उसमें संबंधित प्रविष्टियों के स्थान पर निम्नलिखित मद और प्रविष्टियां अन्त-स्थापित की जाएंगी; अर्थात् :—

1	2	3	4
"7क			
कर्नाटक ओर्ब आफ होम्योपैथिक सिस्टम आफ मेडिसिन	बैचलर आफ होम्योपैथिक मेडिसिन एण्ड सर्जरी	बी.एच.एम.एस.	1985 में आगे "

[सं. बी.-27021/16/87-होम्यो]
एम.बी. गोयल, निदेशक

New Delhi, the 21st August, 1990

S.O. 2502.—In exercise of the powers conferred by sub-section (2) of Section 13 of the Homoeopathy Central Council Act, 1973 (59 of 1973), the Central Government after consulting the Central Council, hereby makes the following

amendment in the Second Schedule to the said Act, namely :—

Under the heading 'Karnataka' after item 7 and the entries relating thereto, the following item and entries shall be inserted, namely:—

1	2	3	4
"7A. The Karnataka Board of Homoeopathic System of Medicine	Bachelor of Homoeopathic Medicine & Surgery	B.H.M.S.	From 1985 onwards"

[No. V. 27021/16/87-Homoeo]
S.B. GOEL, Director

NOTE: The principal Notification was notified in S.O. No. 76. dated 20-12-1973 in Part II Section I of Gazette of India.

श्रम मंत्रालय

नई दिल्ली, 3 सितम्बर, 1990

का. आ. 2503.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसूचन में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबन्धन के संबंध में नियोजकों और उनके कर्मचारियों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कलकत्ता के पंचाट को प्रकाशित करती है, जो केन्द्रीय सरकार को 31 अगस्त 1990 को प्राप्त हुआ था।

MINISTRY OF LABOUR

New Delhi, the 3rd September, 1990

S.O. 2503.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Calcutta as shown in the Annexure in the industrial dispute between the employers in relation to the management of State Bank of India and their workmen, which was received by the Central Government on the 31-8-90.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT CALCUTTA

Reference No. 34 of 1989

PARTIES :

Employers in relation to the management of State Bank of India

AND

Their workmen.

PRESENT :

Mr. Justice Sukumar Chakravarty, Presiding Officer.

APPEARANCE :

On behalf of employers—Mr. Udayan Sen, an Officer of the Bank.

On behalf of Workmen—None.

STATE : West Bengal

INDUSTRY : Banking

AWARD

By Order No. L-12012/174/89-IR(B. III) dated 9th October, 1989, the Central Government of India, Ministry of Labour referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of State Bank of India, 1, Middleton Street, Calcutta-700-71 in imposing punishment of stoppage of increment for

six years to Shri Dik Bahadur Biswakarma, Messenger, now attached to Kaliganj ADB is justified; If not to what relief is the workman entitled?"

2. When the case is called out today, Mr. Udayan Sen, an Officer of the Bank appears for the employer State Bank of India. None appears for the workman in spite of the service of the notice with the direction that the case would be taken up in the absence of the workmen if they failed to file the written statement on the date fixed. It appears from the record that nobody appears for the workmen in spite of the service of the notices in the past also.

3. In the circumstances it appears that neither the workman nor the union is interested to proceed with the present reference. This Tribunal therefore has no other alternative but to pass a "No Dispute Award" and accordingly a "No Dispute Award" is passed.

This is my Award.

Dated, Calcutta,
The 21st August, 1990.

SUKUMAR CHAKRAVARTY, Presiding Officer
[No. I-12012/174/89-IR (B-III)]

नई दिल्ली, 4 सितम्बर, 1990

का. आ. 2504.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दि बनारस स्टेट बैंक लि. के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण व श्रम न्यायालय कानपुर के पंचाट के संबंध में श्रद्धिपत्र को प्रकाशित करती है, जो केन्द्रीय सरकार को 3 सितम्बर, 1990 को प्राप्त हुआ था।

New Delhi, the 4th September, 1990

S.O. 2504.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Corrigendum to the award of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure in the industrial dispute between the employers in relation to the management of The Benaras State Bank Ltd and their workmen, which was received by the Central Government on the 3-9-90.

CORRIGENDUM

In the matter of dispute between :

Shri Sanjay Pathak, K-1/15 Gai Ghat, Varanasi.

AND

The A.G.M. The Benares State Bank Limited, D-52/1, Luxa Road, Varanasi.

Para 17 reads as follows in the Reference Order No. I-12012/84/87-DIV(A) dated 1-3-88.

Held that despite the fact that the action of the management of Benares State Bank Limited in relation to their Bulandshahr Branch, Varanasi in terminating services of the workman w.e.f. 1-12-83 is not justified, in view of the settlement dated 4-7-86 the present dispute between the parties stands resolved and the workman Shri Sanjay Pathak is entitled to be absorbed in permanent service of the bank in the clerical cadre in its terms.

Similarly : Word MORE appearing at page 3 in paragraph 9 in the first line of the quoted para has been corrected as word LESS vide Tribunal's order dated 21-8-90.

[No. I-12012/84/87-DIV(A)]

2112 GI/90—9

का. आ. 2505.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, पिथौरागढ़ क्षेत्रीय ग्रामीण बैंक पिथौरागढ़ (उ. प्र.) के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण व श्रम न्यायालय कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 3-9-90 को प्राप्त हुआ था।

S.O. 2505.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court, Kanpur as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Pithoragarh Kshetriya Gramin Bank, Pithoragarh, (U.P.) and their workmen, which was received by the Central Government on the 3-9-1990.

ANNEXURE

BEFORE SHRI ARJAN DEV, PRESIDING OFFICER
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
PANDU NAGAR, DEOKI PALACE ROAD, KANPUR
Industrial Dispute No. 62/1988

In the matter of dispute between :

Shri Bhupender Singh Negi,
S/o Shri Sultan Singh Negi,
Near House Guard Office,
Bin Road, Pithoragarh, (U.P.).

AND

The Chairman,
Pithoragarh Kshetriya Gramin Bank,
Pithoragarh, (U.P.).

AWARD

1. The Central Government Ministry of Labour, vide its Notification No. I-12012/83/87-D. IV(A), dated 13-5-1988 has referred the following dispute for adjudication to this Tribunal :

Whether the action of the management of Pithoragarh Kshetriya Gramin Bank, Pithoragarh in not regularising on permanent basis and terminating the services of Shri Bhupendra Singh Negi, ex-clerk-cum-typist w.e.f. 17-12-85 is justified? If not to what relief the workman is entitled to?

2. In this case a statement of claim signed by the workman was received by post on 27th May, 1988 and in reply to it written statement was filed by the Chairman, Pithoragarh Kshetriya Gramin Bank on 27-7-88. After the filing of the written statement even rejoinder was filed by the workman, under his signatures. However it appears that thereafter the workman appointed one Shri V. N. Sekhari, as his authorised representative in the case. On 10-11-88, Shri Sekhari submitted that the workman's application received by post on 27th May, 1988 was not in fact a statement of claim, he therefore, really prayed for time to file proper claim statement in the case. The prayer was allowed and fresh claim statement was filed by the workman on 12-12-88. In reply to it a fresh written statement was filed by the management and similarly the workman filed a fresh rejoinder.

3. The workman's case in brief is that by means of letter of appointment dt. 13-9-85, issued by the Bank he was appointed clerk-cum-typist against a regular vacancy and as clerk-cum-typist he performed the duties of permanent nature from 17-9-85 to 16-12-85 at the Bank's Head Office Pithoragarh. Despite the fact that he had worked for 91 days without any justification, his services were terminated thereafter, without notice or notice pay and retrenchment compensation and in violation of the provisions of Secs. 25G, 25H I.D. Act read with Sec 25J and Rules 77 and 78 of

the I.D. Central Rules, 1957. Even there was violation of Articles 14, 16 and 21 of the Constitution. He alleges that Chapter IX of the Hand Book of Staff Service Book of the Bank clearly stipulates that no ad hoc appointment should exceed over 90 days in any case. Since he had worked on the regular seat for over 90 days he is liable to be absorbed and treated on probation as job on which he was appointed did not cease as the same was of a regular and continuous nature. Not only that some members of the Board of Directors including the ADM Pithoragarh recommended the case for his permanency. He has therefore prayed that while holding the action of the management as illegal and unjustified, the bank management be directed to reinstate him with retrospective effect and pay him all the back wages with other consequential benefits.

4. The management plead that the workman was engaged as a temporary clerk/typist vide office letter dt. 13-9-85 for a period of 2 months and 15 days i.e. from 17-9-85 to 30-11-85. In terms of letter of appointment his employment came to any end by efflux of time. The workman was again engaged on the said post in a temporary capacity vide Banks offer dt. 2-12-85 from 2-12-85 to 16-12-85. The second appointment being fresh and distinct, the two periods during which the workman had worked could not be legally clubbed together. It is not correct to say that the workman had worked for 91 days without break from 17-9-85 to 16-12-85. In fact he had worked for 75 days in the first instance and for 15 days in the second instance. Even under law in terms of proviso (bb) to sub-sec. 2(oo) of Sec. 2 I. D. Act, termination of services as a result of non renewal of contract of employment on its expiry does not amount to retrenchment. The management deny violation of the provisions of Sec. 25G and 25H and also the various articles of the constitution. With regard to the provisions of Chapter IX of the Hand Book on Staff Service Rules, the management plead that they do not help the workman at all. The management further plead that although the workman was not entitled to be called for appearing in a written test held by NIBM, Bombay for permanent appointment, considering his temporary services, the workman was allowed to appear in it but in that he could not qualify.

5. Next it is pleaded that the workman's case is liable to be rejected as he is already in the permanent appointment with M/s. Magnesite and Minerals Limited, Pithoragarh, as Accounts Clerk w.e.f. 7-7-87 and has been drawing salary which is more than that he was drawing in the Bank.

6. The management have also raised certain legal pleas. According to the management the workman was not a regularly appointed employee and as such his present dispute is not maintainable under the provisions of I.D. Act, in view of Sec. 2(oo)(bb) I.D. Act, the question of non-renewal of contract of service after 17-12-85 cannot be agitated before this Tribunal. On account of the contractual nature of service, the workman could hold the post only for the period of tenure and not beyond that. Further temporary employees engaged appointed for definite periods without sanctioned post have no right for regularisation or reinstatement. The relief sought by the workman is beyond the jurisdiction of this Court.

7. In his rejoinder, it is alleged by the workman that sec. 2(oo)(bb) I.D. Act, is not applicable to the facts and circumstances of the present case. The present case is one of retrenchment within the definition of the term retrenchment given in sec. 2(oo) I.D. Act. He denies the case of his alleged re-employment w.e.f. 7-7-87.

8. In support of his case, the workman has filed his own affidavit and a number of documents. On the other hand in support of their case, the management have led no oral evidence. Management have filed simply a few documents.

9. Ext. W-1 is the copy of letter of appointment dated 13-9-85 issued by the Chairman of the bank giving temporary appointment of Clerk-cum-typist for a period of two months and 15 days. By means of this letter the workman was directed to report for duty by 20th September, 1985. With the first claim statement, the workman filed a number of documents. Some of the documents were admitted by the auth. representative for the management and the rest have been proved by the workman by means of his affidavit.

Amongst these documents, there is a copy of letter dt. 31-1-86 from the workman to the Chairman of the Bank. In the letter it was alleged by him that he had worked continuously for 91 days. It was also alleged by him that law provides that any temporary employee who worked in a temporary vacancy for a period exceeding 89 days becomes eligible for permanent appointment in the post in which he had so worked.

10. From the above two documents it becomes abundantly clear that the workman's appointment was temporary i.e. he was appointed against a temporary vacancy and not against the permanent vacancy as alleged by him in his statement of claim.

11. Ext. W-3, is the copy of letter from the Chairman of the Bank to the workman in which it was alleged that during the first period of his appointment he had worked for 75 days and during the second period of his appointment he had worked for 15 days. It was further alleged that the workman had himself not come to the office from 30-11-85. The Chairman, therefore, asked the workman to refund the salary which had been paid in excess for 2 days i.e. for 30-11-85 and 1-12-85.

12. In this document there is also the copy of notice dated 7-1-87 which was given by the workman through Shri G. S. Mahara, Advocate to the Chairman of the Bank. Paras (iii), (v), (viii) and (ix) of this notice are relevant. In para (iii), it is stated that by means of resolution No. 7 passed on 18-11-85, by the Board of Directors no ad hoc employee could continue for more than 89 days. Para (v) says that the workman have been paid salary and allowances for 91 days of work. By means of para (viii), attention was drawn to Rule IV of Chapter IX of Staff Service Rules of Regional Rural Bank, which also debars a Chairman to make ad hoc appointment beyond 90 days. Para (ix) is to the effect that on his representation dt. 23-11-86, the Local Directors had advised the Chairman of the Bank that the workman had a prima facie case for permanent appointment in the bank.

13. Copy of reply to the notice has also been filed. The reply is dt. 2-3-87, it was said that the alleged violation of Resolution No. 7 would not by itself confer permanency on the workman in bank's service. It was also said that there was no staff service rules of the Pithoragarh Kshetriya Gramin Bank. Another important fact which was stated was that the workman had been given a chance for permanent appointment in bank's service but he could not qualify the written test held in this regard. This fact that he had appeared in the written test has been admitted by the workman in his petition dt. 25-5-87, addressed to ALC(C) Dehradun copy of which he has filed. The way in which he has referred to the facts in this connection goes to show that he could not qualify in the said test.

14. Lastly, I refer to the copy of Recruitment Training and Promotion Rules contained under Chapter IX of Hand Book of RRB filed by the workman. Regulation No. 4 is on the point of ad hoc appointment. This Regulation simply empowers a Chairman of a Gramin Bank to appointment a temporarily and a ad hoc basis clerical staff, stenographers and drivers for a period not exceeding 90 days.

15. Now let us assume that the workman had worked for 91 days and not for 89 days as has been pleaded by him. From the above referred documents of the workman it becomes crystal clear that the Chairman of the bank is not empowered to make temporary and ad hoc Appointment for a period exceeding 90 days. It follows therefore that if any appointment is made for a period exceeding 90 days, the same will be illegal being beyond the powers conferred upon the Chairman. I fail to understand how a right to permanent absorption would accrue to the workman under the circumstances. I have not been referred to any Rule or Law which entitled to a person who has worked for 91 days to permanent appointment in the bank's service. Therefore, on this point the workman has no case at all.

16. From the copy of letter of appointment dated 13-9-85 Ext. W-1 it is evident that the workman was appointed initially for a fixed period of 2 months and 15 days. Sec. 2(oo) I.D. Act defines retrenchment. However, vide sub-section (bb) of the termination of services of the workman as a result of non-renewal of the contract of employment does not amount

to retrenchment. This provision came into force from 21-8-84, therefore, on the expiry of the first period of appointment, after the expiry of the period his case is not covered within the meaning of the term retrenchment.

17. The applicant's case is that he had worked upto 16-12-85. The first period of 2-1/2 months according to his own case expired on 29-11-85. The management has come up with the case that he was given a fresh appointment for 15 days vide office letter dt. 2-12-85. The management have filed, the copy of the second letter of appointment with their list of documents but it has not been admitted by the authorised representative for the workman. No attempt has been made by the management to prove it. The fact however remains that after the first appointment for 2-1/2 months he was given further appointment which ended with 16-12-85 whether it was oral or in writing, it would be deemed that in continuation of his first appointment he was given the second appointment, for a fixed period. Therefore, in my view his case is not one of the retrenchment. If it is not one of retrenchment the question of violation of sec. 25G and 25H read with Rules 77 and 78 of the I.D. Central Rules does not arise. Let us assume for the sake of arguments that the workman's case is one of retrenchment. Even then the above sections and rules will not apply. Sec. 25F is to the effect that where the workman had worked continuously for one year within the meaning of sec. 25B I.D. Act. Sec. 25G is to be read with Rule 77 and Sec. 25H is to be read with Rule 78. Rule 77 refers to the maintenance of seniority list and Rule 78 refers to re-employment of retrenched workman. Both these rules apply only to such workmen who had been in continuous service for not less than one year before termination of their services.

18. As regards recommendations of some of directors to my mind, they cannot over rule the law and service regulations.

19. We have found from the documents referred to above that even after the termination of the service he was allowed to appear in the test but he could not qualify in that.

20. Thus the workman has no case at all. Held that the action of the management of Pithoragarh Gramin Bank is justified. The reference is answered accordingly.

ARJAN DEV, Presiding Officer
[No. L-12012/83/87-D.IV(A)]
S. C. SHARMA, Desk Officer

नई दिल्ली, 3 सितम्बर, 1990

का. आ. 2506.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार टेलीकाम सिविल डिविजन-II, नई दिल्ली के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-8-90 को प्राप्त हुआ था।

New Delhi, the 3rd September, 1990

S.O. 2506.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Telecom Civil Division II, New Delhi and their workmen, which was received by the Central Government on 31st August, 1990.

ANNEXURE

BEFORE SHRI GANPATI SHARMA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NEW DELHI

I.D. No. 72/89

In the matter of dispute between :

S/Shri Sunder Lal, Kamly, Ajcet Singh, Jalam,

Ajit Singh, Prakash Chand, Surendra Kumar, Bal Kishan, Jogendra, Satish Kumar, Sat Pal Rana, Suresh Rattan Singh and Bhagwan Singh through The General Secretary, All India P&T, Civil Wing Non-Gazetted Employees Union, T-16, Atul Grove Road, New Delhi

Versus

Adhistasi Abhianta, Telecom Civil Division No. II, T-1, T-3, Utri Grove Road, New Delhi.

APPEARANCES : None.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-40011/6/88-D.2(B) dated Nil has referred the following industrial dispute to this Tribunal for adjudication:

"Whether the action of the management of Telecom Civil Division II, New Delhi through its Executive Engineer in retrenching the 14 casual labours S/Shri Sunderlal, Kamly, Ajcet Singh, Jalam, Ajit Singh, Prakash Chand, Surendra Kumar, Bal Kishan, Jogendra, Satish Kumar, Sat Pal Rana, Suresh, Rattan Singh and Bhagwan Singh is justified ? If not, what relief they are entitled to?"

2. On 6th August, 1990 the General Secretary of the All India P&T Civil Wing Non-Gazetted Employees Union gave a letter stating therein that the case has already been processed and disposed of favourably by the principle bench of the Central Administrative Tribunal, New Delhi vide OA No. 529/1988 dated 4th May, 1988. It was further prayed in that letter that further proceedings in this case may be dropped in this court. Since the case was filed by the Union, I, therefore, accept this application and pass a 'No Dispute' award in this matter.

6th August, 1990.

GANPATISHARMA, Presiding Officer
[No. L-40011/6/88-D.II(B)(Pt.)]

नई दिल्ली, 5 सितम्बर, 1990

का. आ. 2507.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, उत्तर पूर्व रेलवे, कन्नोज के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निदिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, कानपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 29-8-90 को प्राप्त हुआ था।

New Delhi, the 5th September, 1990

S.O. 2507.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Kanpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of North Eastern Railway, Kannoj and their workmen, which was received by the Central Government on 29th August, 1990.

ANNEXURE

BEFORE SHRI ARJAN DEV PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, PANDU NAGPUR, KANPUR

Industrial Dispute No. 277 of 1989

BETWEEN :

The General Secretary, NER Shramik Sangh, 6 Navin Market, Kaisarbagh, Lucknow.

AND

Assistant Engineer, NER Fatehpur.

AWARD

1. The Central Government, Ministry of Labour, vide its notification No. L-41012/21/89-D.II(B), dated 12th November, 1989, has referred the following dispute for adjudication to this Tribunal :

"Whether the demand of the Union to reinstate the workman Shri Mahraj Singh s/o Kund Raj Singh working under P.W.I. in NERK KannoJ w.e.f. 16th November, 1986 with full back wages is justified? If not to what relief the workman concerned is entitled?"

2. The Union has set up the case that the workman Shri Mahraj Singh worked as a Khalasi for 55 days during the period 16th January, 1982 to 20th February, 1982 under P.W. 1 NERK. He again worked for 420 days under P.W. KannoJ during the period 1983 to 15th November, 1986. His services were illegally terminated w.e.f. 16th November, 1986 without compliance of Section 25F I.D. Act.

3. The case proceeded ex parte against the management. The Union has proved the case by means of the affidavit of Shri Kamalash Nath Sharma, the General Secretary of the Union. Thus the Union has been able to prove its case against management ex parte.

4. Hence, it is held that the termination of the service of the workman Shri Mahraj Singh w.e.f. 16th November, 1986 is neither legal nor justified. He is entitled to reinstatement with full back wages on his furnishing an affidavit to the effect that after the termination of his service he did not remain in gainful employment.

5. Reference is answered accordingly.

ARJAN DEV, Presiding Officer
[No. L-41011/27/89-D.II(B)(Pt.)]

का. आ. 2508.—आद्यांगिक विवाद आधोनियम, 1947 (1947 का 14) का धारा 17 के अनुसरण में, कन्द्राय सरकार सा. पा. डब्बू. डॉ., नई दिल्ली के प्रबन्धतन्त्र के सबद्ध नियांजका आर उनके कमकारों के बीच, अनुबध में निदष्ट आद्यांगिक विवाद में कन्द्राय सरकार आद्यांगिक आधिकरण, नई दिल्ली के पंचपट का प्रकाशित करती है, जा कन्द्राय सरकार का 4-9-90 का प्राप्त हुआ था ।

S.O. 2508.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure, in the industrial dispute between the employers in relation to the management of C.P.W.D. New Delhi and their workmen which was received by the Central Government on 4-9-1990.

ANNEXURE

BEFORE SHRI GANPATI SHARMA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NEW DELHI

I. D. No. 20/88

In the matter of dispute :

Shri Kamal Kumar Gupta, Q.U. 223/B, D.D.A. Flats, North Pitampura, Delhi-110034.

VERSUS

The Executive Engineer, Pushp Vihar Maintenance Division, C.P.W.D. Pushp Bhawan, New Delhi-110066.

APPEARANCES :

Shri Kulbhushan—for the workman.

None—for the Management.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-42012/142/87-D.II (B) dated 14-5-1990 has referred the following industrial dispute to this Tribunal for adjudication :—

"Whether the action of the management of Executive Engineer, Reservation Division, C.P.W.D. New Delhi in terminating the services of Shri Kamal Kumar Gupta, a daily wage stenographer, w.e.f. 31-3-87 is legal and justified? If not, to what relief and from what date he is entitled to?"

2. This case was fixed on 25-6-90 and was adjourned to 23-7-90 for instructions by the representative for the workman to the effect whether the workman wanted to proceed with the case or not. On 23-7-90 the workman representative made statement that he had sent a letter to the workman on 26-6-90 but has received no instructions so far. He further stated that the case on behalf of the workman may, therefore, be closed. In view of this situation, I order that since the workman is not interested in proceeding further with this case and, therefore, pass 'No dispute' award in this case.

Dated : 7th August, 1990.

GANPATI SHARMA, Presiding Officer
[No. L-42012/142/87-D.II (B) (Pt.)]

का. आ. 2509.—आद्यांगिक विवाद आधोनियम, 1947 (1947 का 14) का धारा 17 के अनुसरण में, कन्द्राय सरकार सब-डिविजनल आफसर (टेलिग्राफ) अजमेर के प्रबन्धतन्त्र के सबद्ध नियांजका आर उनके कमकारों के बीच, अनुबध में निदष्ट आद्यांगिक विवाद में कन्द्राय सरकार आद्यांगिक आधिकरण, नई दिल्ली के पंचपट का प्रकाशित करती है, जा कन्द्राय सरकार का 4-9-90 का प्राप्त हुआ था ।

S.O. 2509.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Sub-Divisional Officer (Telegraphs) Ajmer and their workmen, which was received by the Central Government on 4-9-1990.

ANNEXURE

BEFORE SHRI GANPATI SHARMA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL, NEW DELHI

I. D. No. 77/89

In the matter of dispute between :

S/Shri Sukhdeo Nath, Chand Khan and Bhanwar Khan, through Divisional President, Bhartiya Dak Tar Mazdoor Manch, Divisional Unit Beawar Engineering Division, Beawar (Ajmer)-305001.

Versus

Sub-Divisional Officer (Telegraph), Ajmer (Rajasthan)-305001.

APPEARANCES ;

None for the workman.

Shri S. K. Bhaya S.D.O. (1) Ajmer for the Management with Miss Sunita Sagar.

AWARD

The Central Government in the Ministry of Labour vide its Order [No. L-40011/18/88-D.II (B) dated Nil] has referred the following industrial dispute to this Tribunal for adjudication :

"Whether the action of Sub-Divisional Officer (Telegraphs), Ajmer in terminating the services of S/Shri Sukhdeo Nath, Chand Khan and Bhanwar Khan, Casual Labour w.e.f. 1-7-1988 is just and legal? If not, to what relief are the workmen entitled?"

2. In this case none appeared for the workmen on 19-6-90 nor on 24-7-90 when the case was fixed. The Management had filed written statement and a notice had been sent by registered post to workmen to appear on 24-7-90 but in spite of service by registered A.D. he did not appear and it appears that the workmen were not interested in proceeding with this dispute and, I, therefore, pass a no dispute award in this case for want of prosecution.

Dated : 3rd August, 1990.

GANPATI SHARMA, Presiding Officer
[No. L-40011/18/88-D.II (B) (Pt.)]
K. V. B. UNNY, Desk Officer

नई दिल्ली, 4 सितम्बर, 1990

का. आ. 2510.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार केनरा बैंक के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण श्रम न्यायालय, कोझीकोड के पंचपद को प्रकाशित करती है, जो केन्द्रीय सरकार का प्राप्त हुआ था।

New Delhi, the 4th September, 1990

S.O. 2510.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Labour Court, Kozhikode as shown in the Annexure in the industrial dispute between the employers in relation to the Management Canara Bank and their workmen, which was received by the Central Government.

ANNEXURE

IN THE LABOUR COURT, KOZHIIKODE, KERALA STATE

Dated this the 24th day of July, 1990

PRESENT :

Shri K. G. Gopalakrishnan, B.A., B.L., Presiding Officer.
I. D. No. 16/89 (C)

BETWEEN

The Dy. General Manager,
Canara Bank,
Circle Office,
P.B. No. 5604,
Trivandrum.

.. Management

AND

Sri K. P. Neela Kanda Pillai,
Kannirakattu House,
House No. 11/9, Kakkodi P.O.,
Kozhikode.

.. Workman

REPRESENTATIONS :

Sri K. V. Sachidanandan, Advocate, Calicut—for Management.

Sri P. Damodaran, Advocate, Calicut—for Workman.

AWARD

The dispute between the management of the Canara Bank and one of its workmen referred to above in connection with his dismissal was referred to this Court for adjudication by the Government under Section 11(c) of the Industrial Disputes Act by the Order No. L-12012/713/88-D.II (A) dated 15-5-1989. After the receipt of this reference order in this Court, both the management and the workman entered

appearance through counsels and filed statements setting forth their stand in the dispute.

2. The brief averments in the statement filed by the workman are as follows :—This workman joined the service of the management bank in 1975 as a Peon and while as on 15-12-1978 he was promoted and posted as a clerk in the Ballussoy Branch of the management bank, while he was thus working as a Clerk, the workman's co-brother (who's sister's husband) lodged a complaint to the Branch Manager stating that this workman has misappropriated certain amount from his Savings Bank Account. Basing on that complaint, the management bank gave a charge-sheet to this workman stating that on 18-3-1983 this workman has misappropriated a sum of Rs. 2237.50 which was an amount covered by a cheque drawn on Andhra Bank, Calicut and which was in favour of one Prabhakaran Nair, by not sending that cheque for collection. Even though the person who filed the complaint viz., this Prabhakaran Nair has later withdrawn this complaint the management proceeded with a domestic enquiry and in that domestic enquiry this workman was found guilty. This domestic enquiry was conducted violating all principles of natural justice. This workman was not given an opportunity to defend himself and state his case. Moreover the finding of the Enquiry Officer that this workman is guilty of misappropriation is perverse. In spite of all these the management accepted the finding of the Domestic Enquiry Officer and dismissed this workman from service as punishment. This workman is innocent and he has not misappropriated any amount. This action is taken by the management just to victimise this worker. Hence an award may be passed setting aside the order of dismissal and directing the management bank to reinstate this workman with back wages and continuity of service.

3. The gist of the averments in the statement filed by the management are as follows :—It is true that this workman was working as Clerk in the Ballussoy Branch of the management bank since 15-12-78, and that he was originally appointed as a Peon in 1975. The management also admits that this workman was dismissed from service. But he is dismissed from service as he has committed serious misconduct viz., misappropriation of a sum of Rs. 2237.50. He was dismissed from service only after a domestic enquiry was conducted giving him all opportunity to state his case and defend himself. In that enquiry the Enquiry Officer gave a finding that he is guilty. The actual charge against him is that while working as a clerk, on 18-8-1983 he received a cheque drawn on Andhra Bank Limited, Calicut issued by the Life Insurance Corporation for being credited to the S.B. Account of one K. Prabhakaran Nair. On the same day itself he made a credit entry of this amount in this bank. But however he did not send this cheque for collection. But instead he collected the amount from the Andhra Bank. This being a serious misconduct the management has no other option but to dismiss him from service. Hence an award may be passed ratifying the action of the management.

4. On these pleadings the following points are formulated for decision :—

- (1) Whether the domestic enquiry conducted by the management is valid and legal?
- (2) Whether the finding of the Enquiry Officer holding the workman guilty is sustainable in law?
- (3) What is the proper punishment if any to be awarded to the workman?
- (4) Result?

5. The evidence consists of the oral testimony of MW-1 and WW-1 and the documents marked as Exs. M-1 to M-3.

6. Point No. 1.—This point relating to the validity of the domestic enquiry was heard and decided by me as a Preliminary Point by my order dated 7-6-1990 holding that the domestic enquiry conducted by the management is strictly valid and legal.

7. Point No. 2.—Thus the enquiry conducted by the management is found to be legal and valid, now the only question that arises for determination is only whether the finding of the Enquiry Officer holding the workman guilty of

this charge is sustainable in law. Or to put it differently the question is whether the finding of the Enquiry Officer holding the workman guilty is supported by legal evidence. Now the charge against the workman in brief is that the workman while working as a clerk misappropriated a sum of Rs. 2237.50 by making false entries in the bank's account when a cheque for that amount was entrusted to him by one of its customers for being collected and credited in his S.B. Account. This cheque was issued by the L.I.C. of India in favour of one K. Prabhakaran Nair who was holding a S.B. Account in the management bank and the cheque was drawn on Andhra Bank Limited, Calicut. Now it is the amount covered by this cheque which was entrusted to the workman by this customer for being collected and credited in his S.B. Account in that bank that has been misappropriated.

8. As stated earlier the Enquiry Officer after the enquiry gave a finding holding the workman guilty of this charge. Now what is to be looked into is only whether the finding of the Enquiry Officer is based on evidence. Or in other words the question is whether there is sufficient evidence to support this charge. But in my opinion much probe is not necessary on this aspect, since the workman himself has more than one occasion unconditionally admitted this charge in writing before the Enquiry Officer. Now it is mainly relying on this admission by the workman, the Enquiry Officer concluded that the workman is guilty of the charge. This finding of the Enquiry Officer cannot be assailed because Ext. B-1 which is the reply given by the workman to the charge-sheet shows that he unconditionally and categorically pleaded guilty of the charge and requested only for mercy. Again in Ext. B-2 which is a reply sent by this workman to the Enquiry Officer when he was asked to appear before the enquiry, also he has specifically stated that he is guilty of this charge and that he has nothing more to say. That apart, even during enquiry or before the Enquiry Officer he gave a statement specifically admitting the charge. In this connection it is pertinent to note that in the appeal filed by him against the finding of the Enquiry Officer also he had admitted the guilty and pleaded for a lenient view. Thus when the workman himself in so many words unconditionally and categorically pleads guilty, what more is necessary to say that he is guilty. So much so the Enquiry Officer is fully justified in recording a finding that the workman is guilty basing on these admissions. This point is thus decided against the workman holding that the finding of the Enquiry Officer is sustainable in law.

9. Point No. 3.—Lastly comes the question of punishment. For this charge the punishment awarded by the management is dismissal. Since the charge proved or rather the misconduct committed by the workman being misappropriation, in my opinion, this charge deserves only extreme penalty because misappropriation of customers money by bank's staff should be seriously viewed and in such cases compassion has no place as this type of misconducts would definitely effect the very reputation or rather the reliability of the bank as custodian of customers money. Or in other words, if the bank staff resorts to this kind of undesirable practice, the customers will lose faith and confidence in the bank which in turn would adversely effect even the very existence of the bank. Hence needless to say that this kind of offences warrants nothing but the maximum penalty in industrial law viz., dismissal.

10. But it is argued by the counsel for the workman that under clause 11 of the Service Code of the Bank if the offences committed by the staff are not serious if will have to be condoned I do agree. Clause 11 provides that if the offence is not of a serious nature, it will have to be condoned. But if misappropriation of customers money is not a serious misconduct, I failed to understand, which will be a serious misconduct. Or in other words misappropriation of customer's money is one of the most serious misconduct a bank staff can commit and hence Clause 11 is not attracted at all in this case.

11. Lastly the counsel for the workman pleaded for a lenient view contending that right from 1975 this workman is working in this bank and except this, his record of service was throughout clean. This has been spoken to also by the workman as WW-1. This is not seriously disputed by the management and even according to management except

this charge so far his service record was clean. This being the nature of the workman's service it seems to me that he does not deserve the maximum penalty of dismissal from service and that in this particular case giving compulsory retirement will be just and adequate punishment. Accordingly this point is decided holding that in the facts and circumstances of the case workman does not deserve the penalty of dismissal from service and that giving compulsory retirement to him will be an adequate punishment.

12. Point No. 4.—In the result an award is passed altering the punishment of dismissal awarded by the management to the workman into that of compulsory retirement.

13. This award will come into force 30 days after its publication in the Official Gazette.

Dictated to the Confidential Assistant, transcribed by him, revised, corrected and passed by me on the 24th day of July, 1990.

K. G. GOPALAKRISHNAN, Presiding Officer
[No. L-12012/713/88-D.II (A)]

APPENDIX

Witnesses examined on the side of the Workman :—
WW-1—K. P. Neelakanda Pillai.

Documents marked on the side of the Workman :—
Nil.

Witnesses examined on the side of the Management :—
MW-1—N. T. Ramakrishnan.

Documents marked on the side of the Management :—
Ext. M-1—One file.
Ext. M-2—Form No. 12 (Service Agreement under Chapter VI of the Service Code)

Ext. M-3—Service Code.

नई दिल्ली, 6 सितम्बर, 1990

का. आ. 2511.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, बैंक आफ महाराष्ट्र के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण बम्बई के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 28-8-90 को प्राप्त हुआ था।

New Delhi, the 6th September, 1990

S.O. 2511.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Bombay as shown in the Annexure in the Industrial dispute between the employers in relation to the Bank of Maharashtra and their workmen, which was received by the Central Government on the 28-8-90.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, BOMBAY

PRESENT

Shri P. D. Apsankar, Presiding Officer.

Reference No. CGIT-2/43 of 1988

PARTIES :

Employer in relation to the management of Bank of Maharashtra.

AND

Their Workmen.

APPEARANCES :

For the Employer—Shri R. M. Samudre, Officer, Staff Dept.

For the Workmen—Shri V. D. Karmarkar, General Secretary.

INDUSTRY : Banking STATE : Maharashtra

Dated, 3rd August, 1990

AWARD

The Central Government by their Order No. L-12012/100/88-D.II(A) dated 20-10-1988 have referred the following industrial dispute to this Tribunal for adjudication under Section 10(1)(d) of the Industrial Disputes Act:—

"Whether the action of the management of Bank of Maharashtra in affecting change of service conditions and thereby withdrawing the Spl. allowances of S/s C. V. Potdar and K. M. Akurde consequent to the change in the premises of the Branch under single roof as compared to the old premises under different roofs is justified? If not, to what relief are the concerned workmen entitled?"

2. The General Secretary, Bank of Maharashtra Karmachari Sangh filed his statement of claim (Ex. 2) in support of the claim of the Union.

3. This claim was opposed by the Assistant General Manager of the Bank of Maharashtra by written statement Ex. 3.

4. The necessary Issues were framed at Ex. 4.

5. Thereafter while the reference was at the stage of recording evidence, the representative of the said Sangh filed an application (Ex. 5) that as both the employees Shri C. V. Potdar and Shri K. M. Akurde had, afterwards, been given the allowance posts by the Bank permanently as per the seniority with allowance, the Union (Sangh) did not wish to press the present reference. The Bank Management had also no objection for the withdrawal of the reference. Therefore, as the Reference has not been pressed by both the parties, it stands disposed of.

Both the parties to bear their own costs of this Reference.

Date : 3-8-90.

P. D. APSHANKER, Presiding Officer
[No. L-12012/100/88-D.II(A)]

का. आ. 2512.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार, यूनाइटेड बैंक आफ इण्डिया के प्रबंधन के संवद्ध नियोजकों और उनके कर्मचारों के बीच, अनबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, नई दिल्ली के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 31-8-90 को प्राप्त हुआ था।

S.O. 2512.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, New Delhi as shown in the Annexure in the Industrial dispute between the employers in relation to the noted Bank of India and their workmen, which was received by the Central Government.

ANNEXURE

BEFORE SHRI GANPATI SHARMA, PRESIDING
OFFICER, CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL, NEW DELHI

I.D. No. 13/88

In the matter of dispute between:

Shri Kanwal Jeet Rai, through The President, United Bank of India Employees Association, Delhi State

Committee, 206-208 Ansal Bhawan, 16 K. G. Marg, New Delhi.

VERSUS

The Regional Manager,
United Bank of India,
Northern India Region,
206—208 Ansal Bhawan,
16, Kasturba Gandhi Marg,
New Delhi.

APPEARANCES : None.

AWARD

The Central Government in the Ministry of Labour vide its notification No. L-12012/155/87-D.II(A) dated 29-1-88 has referred the following industrial dispute to this Tribunal for adjudication:

"Whether the action of the management of United Bank of India, New Delhi in terminating the services of Shri Kanwal Jeet Rai, Typist-cum-Clerk is justified? If not, to what relief the workman is entitled?"

2. The case was originally decided by my predecessor and no dispute award was given and after restoration of the case the parties were again directed to proceed with the matter. However, None appeared today i.e. 10th of August on behalf of any of the parties Hence this reference is disposed of for non-prosecution.

10th August, 1990.

GANPATI SHARMA, Presiding Officer
[No. L-12012/155/87-D.II(A)]

का. आ. 2513.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय जीवन बीमा निगम के प्रबंधन के संवद्ध नियोजकों और उनके कर्मचारों के बीच, अनबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, हैदराबाद के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 4-9-90 को प्राप्त हुआ था।

S.O. 2513.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Industrial Tribunal, Hyderabad as shown in the Annexure in the Industrial dispute between the employers in relation to the Life Insurance Corporation of India and their workmen, which was received by the Central Government on the 4-9-90.

ANNEXURE

BEFORE THE INDUSTRIAL TRIBUNAL AT
HYDERABAD

PRESENT :

Sri K. Taranadh, B.Com., B.L., Industrial Tribunal.
Dated : 10th day of August, 1990
Industrial Dispute No. 82 of 1989

BETWEEN :

The Workman of Life Insurance Corporation of India,
Visakhapatnam, (A.P.).

AND

The Management of Life Insurance Corporation of
India, Visakhapatnam. (A.P.).

APPEARANCES :

Sri S. S. Rajan, concerned workman present and conducted the case himself.

Sri K. Jaan Mohan Rao, Administrative Officer (P&IR)
Life Insurance Corporation of India, Divisional Office,
Visakhapatnam for the Management.

AWARD

The Government of India, Ministry of Labour by its Order No. 1-17011/20/89-IRB-I, dt. 16-11-1989 referred the following dispute under Section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 between the employer in relation to the management of L.I.C. of India, Visakhapatnam and their workman to this Tribunal for adjudication :

"Whether the action of the management of L.I.C. of India, Visakhapatnam is imposing the penalty of removal from service w.e.f. 30-7-75 on Sri S. S. Rajan, Ex. Asstt, is justified? If not, to what relief is the concerned workman entitled?"

This reference is registered as Industrial Dispute No. 82 of 1989 and notices were issued to the parties.

2. The claim statement filed on behalf of the claimant who appeared in person and conducted his case. It was alleged that the workman was charge sheeted for alleged leave of absence, on receipt of the same the claimant submitted his reply denying all the charges. Put in first week of August, 1975 i.e. after a spell of 195 days, the workman received the removal order dt. 30-7-1975. He received the charge sheet and removal by post only. The Management miserably failed to conduct a domestic enquiry, either after receiving the leave letter dt. 1-10-1974 or after receiving the reply to the charge sheet, the Management failed to establish the charges and there was no charge framed for the alleged unauthorised absence from 3-1-1975 to 31-1-1975 and thus the L.I.C. Staff Regulations No. 39(2) was violated. He was denied the right of cross examining the witnesses, and denied the right of meeting the charges and no domestic enquiry was conducted and the alleged unauthorised absence cannot be a sole ground for dismissal of the appellant and requested that the alleged orders may be set aside and an Award may be passed.

3. A counter was filed on behalf of the Management contending that the dispute between the workman and the management was already gone through judicial authorities and it was held that the workman is not entitled to any relief whatsoever and hence the reference is liable to be rejected and as the reference is after a lapse of 14 years. Thus it is belated and stale. The workman was employed as Assistant in L.I.C. Regional Office at Hyderabad in 1960 itself. He was given charge sheet in 1972 itself, imposed the penalty of reduction to a lower stage etc. and an appeal it was allowed on taking a lenient view. A charge sheet was given in January 1975 for his absence from duty without leave from 2-10-1974 to 28-10-1974, from 13-11-1974 to 3-12-74 and from 26-12-1974 onwards. The workman has submitted an explanation on 18-1-1975 and Enquiry Officer was appointed on 1-5-1975 and notice was issued fixing the enquiry date to 22-5-1975. But all the covers which was returned with endorsement that "Addresses left without instructions, whereabouts not known". It appears that Vakalat of one Advocate was sent which was received by the Enquiry Officer on 21-6-1975 but he did not present himself in the enquiry. Then in June 1975 the Enquiry Officer wrote to the workman that the enquiry would be held ex parte and every communication is being sent to the workman in three different addresses. Then the workman sent directly memorial to the Chairman of the L.I.C. on 21-9-1976 and it was returned back since the workman did not conform to the specific provisions of Staff Regulations. The workman thus, deliberately ignored the specific mandatory provisions and directly sent his appeal to the Chairman etc. and it was rightly rejected. From that stage onwards, the workman began to file petitions before various authorities. He filed an appeal in July 1976 before the authority and under A.P. Shops and Establishments Act 1966 and Industrial Relations Officer to condone the delay. He appeared before the Labour Court, Guntur. He filed an application also for interim relief before the Labour Court, Guntur and it was rejected on 20-1-1978. The workman sought computation of benefits under Section 33(c)2 of I.D. Act before the Labour Court, Guntur and he was dismissed on 30-1-1979. Again he filed another petition and again it was dismissed for default on 7-6-1984. Then after prolonged litigation before the Labour Court from 1977 to 1984 he turned to High Court, Andhra Pradesh, Hyderabad filed W.P. No. 11157 of 1986 and it was dismissed on 24-7-1987. Then Writ Appeal No. 1181 of 1987 was filed and it was also dismissed on 15-9-1987. The

workman had given three different addresses and the Management was obliged to send any notices to these three addresses and all covers sent was returned with this background. It is submitted that the averment made by the workman statement that he was removed with a single stroke of pen is not at all correct. The workman made high sounding accusation of latin phrases and it is submitted that the points raised by the workman regarding the conduct of domestic enquiry, he appeared various authorities etc. are legally not correct. Hence it is requested that the claim of the workman may be dismissed.

4. At the outset it may be stated that neither the workman nor the Management requested for any adjudication by this Tribunal on the aspect of point validity of the domestic enquiry. Hence at the request of both the parties, the matter was taken up for final disposal and only the workman and one witness for the management were examined to facilitate marking of documents.

5. There is not much in the oral evidence as both parties virtually stuck up to their own version. W.W.1 the workman himself and spoke about the thing. M.W1 is the Officer the spoke only from records and he is not the person that dealt with the case of W.W.1 and he is not the person dealt the files in the year 1974-75. Hence a mere perusal of the records will be more than enough in this matter.

6. Ex. W1 is the xerox copy of the original leave application dt. 2-10-1974. Evidently Second October will be Gandhi Jayanthi which will be a National Holiday and hence I.I.C. Office also might be having Holiday on that day. In this W.W.1 stated that he sent the leave application dt. 1-10-1974, he was being harassed by the two individuals. Hence I am totally distressed in my mind. I require immediate treatment from my family Doctor, Sattanapally for my mental agitation, as such I am proceeding today to my place or native i.e. Sattanapally to undergo treatment for my mental agitation. He has given the address of Sattanapally. Ex. W2 is the charge sheet. As per it the workman absented himself without leave from 2-10-1974 to 28-10-1974 and without furnishing leave address. He applied for extension of leave from 29-10-1974 to 12-11-1974, remained absent without any leave application from 13-11-1974 to 3-12-1974. Again applied for further leave from 4-12-1974 to 24-12-1974, on sick ground without furnishing the leave address, and from 26-12-74 he continued to absent himself and he absented himself from Headquarters from 3-10-1974 without prior sanction of the Competent Authority thus violating Regulation 31 of Staff Regulations. This charge sheet is dated 2-1-1975. Ex. W3 is the order of the Divisional Manager stating that he being treated as abandoned the post and it is dated 30-7-1985. Exs. W4 to W16 are the certificate of postings showing that all these communications were sent by the workman to the Divisional Manager, I.I.C. Divisional Officer, Visakhapatnam. It is really un-understandable why he resorted to this procedure. Nothing prevented the workman from ensuring the registered letter with acknowledgement, it might have clinching all the things. We also do not know what was the communication addressed by W.W.1 to the L.I.C. Manager, under Exs. W4 to W16. In fact in the claim statement itself on page 10 he referred to this 13 letters and earliest was dt. 31-10-1974 and the latest was dt. 21-7-1975. Ex. W17 is the counter filed by the L.I.C. before the Industrial Relations Officer, Vizag wherein they have categorically stated that the workman was removed from service after due enquiry and after issuing cause notice, against the charges of unauthorised absence as per charge sheet dt. 2-1-1975 i.e. Ex. W2. Ex. W18 is a communication from L.I.C. of November 1976 expressing their regrets and their inability to forward memorial.

7. On behalf of the Management 69 documents were marked.

8. Ex. M1 is the affidavit of the workman in the Writ Petition on the file of the High Court. Ex. M2 is the counter-affidavit of the L.I.C. in the above said Writ. Ex. M3 is the orders in the said Writ Petition by which the Writ Petition was dismissed. Ex. M4 is the Writ Appeal Affidavit. Ex. M5 is the orders of the Writ Appeal. Ex. M6 is the order of the Supreme Court dt. 15-9-1987 on petition for special leave wherein the Supreme Court observed "Delay condoned. The Special Leave Petition is dismissed." Evidently on the basis of this thing only he approached the Industrial Tribunal. Ex. M7 is the English leave applica-

tion (true copy) in the printed form. Evidently meant for use of the L.I.C. staff. Through W.W.I categorically stated 'he wanted to take rest due to persistent and constant threats, harassments and teasings in the Department'. The number of days required leave was only one namely for 1-10-1974.

9. Ex. M8 is the copy of the charge sheet. Ex. M9 is a letter dt. 16-1-1975 from W.W.I in reply to a letter 2-1-1975 that is evidently charge sheet (Ex. W2). Thus evidently the workman received the charge sheet and he sent his explanation or some such thing dt. 18-1-1975 and it is from Camp : Sattenapalli.

10. Then comes Ex. M10 the removal order dt. 30-7-1985 this was passed invoking Section 39 of the Staff Regulations 1960 on the ground that he was issued a charge sheet. He replied on 18-1-1975, an enquiry was ordered on 1-5-1975 and the Enquiry Officer submitted this report finding him guilty of all the charges, a show cause notice was issued on 17-7-1975 and "This notice, copies of which were sent to different addresses available is returned undelivered,.... The accused employee has not availed the opportunities given." Thus, than invoking Staff Regulations 39(1)(f) of the (Staff) Regulations 1960, the removal orders was passed removing him from service. Exs. M10(a), (b) and (c) are the three covers and three acknowledgements. All the covers were returned undelivered and they were marked "left" they were addressed to different addresses like Guntur-2, Sattenapalli and another address at Guntur. Ex. M10(d) (e) (f) are the letters that were found in these closed covers returned undelivered which were opened in the Public Court at the time of examination of M.W.I. Likewise Ex. M10(g) is another cover containing the same order Ex. M10(h). Ex. M11 is also same order which shows that letters were sent to four addresses. Visakhapatnam, Sattenapalli, Guntur two addressed.

11. After his removal evidently the workman stated litigating in various forms one is Labour Court, Guntur Ex. M13 to 21 pertain to the Labour Court, Guntur, litigation in 1977. Exs. M22 and M23 are two inland covers asking for leaves from 29-10-1974 to 12-11-1974 and extension of leave from 1-12-1974 to 24-12-1974. In Ex. M22 it was categorically mentioned "my leave address furnished on my letter dt. 3-10-1974 holds good for all practical purposes". Ex. M23 was addressed from Vizag where as in Ex. M22 it was not mentioned from where he addressed it. Ex. M24 is the Vakalat of an Advocate at Vizag by name D. Sunder Rao, M.A., B.L., and it was dt. 20-6-1975.

12. For this the Management gave a reply Ex. M25 dt. 4-11-1974 evidently in response to Ex. M22 and M23, wherein they have categorically stated that from 3-10-1974 "You have absented yourself and your absence is treated as unauthorised and proceeded against as per Staff Regulations." Ex. M26 is reply on receiving the explanation dt. 18-1-1985 i.e. Ex. M9 wherein it was also mentioned that Shri N. S. Murthy, A. D. M. (Dev.) Visakhapatnam is appointed as Enquiry Officer to conduct the enquiry and this letter is dated 1-5-1975. Ex. M29 dt. 12th May 1975, Ex. M28 dt. 22-5-1975 are the notices of enquiry and they were sent in Exs. M29 and M30 covers. Exs. M32 and M33 are the letters in those covers. On those two letters it was written 'no such addressee at Rentachintala' and with regard to Visakhapatnam "addressee left without instructions". Ex. M31 is the refused cover addressed to Rentachintala, Guntur District and Machherla and the letters therein are Exs. M32 and M33. Exs. M34 and M35 are covers to Guntur and the letters therein. Again Ex. M37 and M38 are covers to Sattenapalli and Visakhapatnam. Also to Visakhapatnam Ex. M39. Exs. M40 to M42 gain these letters Exs. M43 to M46 are also the same letters. Ex. M46 has got some significance.

13. In this Ex. M46 it was categorically pointed out by the Management that they received a Vakalat (Ex. M25) but in Department enquiries the workman can take the assistance of only his co-employees but not the assistance of an Advocate still though he was informed of this the workman did not turn up and hence he has decided to proceed with the enquiry further, exparte. This letter was addressed Ex. 2419 GI/90-11

M46 only to Sattenapalli the leave address given by the workman in Ex. W1. Again Ex. M46(a) is the cover, Ex. M46(b) is the letter in it. Ex. M46(d) also is same letter.

14. Ex. M47 are the enquiry proceedings. A perusal of this Ex. M47 indicate the A.A.O. one Lakshminarayana was examined. As per this Lakshminarayana, he received the leave letter of the workman at about 2.30 p.m. on 30-9-1974, he left between 2.30 p.m. and 3.30 p.m. and applied leave only for 1-10-1974 (evidently Ex. M7). Ex. M48 is another letter same copy of Ex. M49 intimating the date of change enquiry to 11-7-1975 and Ex. M49(a), (b), (c) and (d) are the covers and letters therein.

15. Enquiry Report is Ex. M50. In this how all these letters were addressed, how the enquiry was conducted, all these matters were categorically dealt with the Enquiry Officer and finally he found the workman guilty of all the charges of course this is an exparte enquiry. Ex. M51 is again a charge sheet copy. Ex. M52, Ex. M53, and Ex. M54 are again refused covers containing the charge sheet, etc. Ex. M55 and M56 charge sheets copies. Ex. M58 same as Ex. W18. Ex. M59 and M60 and M61 are Vizag Labour Court papers and award Exs. M62 and M63 are Guntur Labour Court documents and again Ex. M63 and M64 and M65 are Guntur Labour Court documents.

16. Ex. M66 is a communication from Vizag office to the Memorial or so. Ex. M67 is copy of the letter from the Government of India, Finance Corporation of India, LIC dt. 31-12-73 with Hyderabad address Ex. M68 the proceedings of the Divisional Manager and Ex. M69 are the rejection of the Memorial by the Madras Office. Thus there is not much in the entire correspondence and the entire documents are by nature of correspondence and there are very few important documents (unfortunately the situation of marking all these documents because the workman refused to give permission to the Management to appear through an Advocate and hence the Departmental Officers appeared for the Management with the net result there was multiplicity of documents and both sides in number of copies).

17. The first thing in his leave letter dt. 1-10-1974 marked as Ex. M7. It is not the original and it is in the printed form wherein the workman requested for only one day leave for 1-10-1974, and reason given was he wanted to take rest due to harassment etc. It was followed by Ex. W1, another leave letter dt. 2-10-1974. In this he has categorically stated that "I am totally distressed in my mind and I require immediately treatment from my family Doctor at Sattenapalli for mental agitation". He asked for leave from 1st October, 1974 to 28th October, 1974. Then there are two more leave letters to be found in the record. It may be mentioned here that the workman did not file any other office copies of the leave application or leave letters sent by him. As per his own claim statement (Page 10) he posted as many as 13 letters, for this, he filed certificate of postings which are marked as Exs. W4 to W16. It is not known, unfortunately, why such a careful workman has he is W.W.I himself single handed without the assistance of any Advocate was appearing in person and fighting this matter from 1975 till today i.e. 1990 in all the forums like Industrial Relations Office at Vizag, Labour Court Guntur, High Court of Andhra Pradesh and now in the Industrial Tribunal at Hyderabad did not send any of these letters by registered post acknowledgement due, so as to clinch all the issues involved in the reference in dispute.

18. The Management filed only two letters, saying that the rest of the letters allegedly addressed by the workman were not received by them and they were not available with them. They are Exs. M22 and M23, two inland letters. Ex. M22 is dated 30th October, 1974 and in it he has given his address as Samp Bapatla. In this letter, he wrote a P.S. "My leave address furnished in my leave letter dated 30th October, 1974 holds good for all practical purposes". Perhaps it is a mistake for 2nd October, 1974 as he did not give any leave letter dated 3rd October, 1974 and hence the permanent address was presumed to be only Sattenapalli. In this Ex. M22, he requested the Management to extend my leave upto 12th November, 1974 on the same grounds". This means in continuation of Ex. W1 wherein he requested

for leave upto 28th October, 1974, and now he extended his leave upto 12th November, 1974 by this Ex. M22.

19. For this Management replied by way of Ex. M25 a letter dated 4th November, 1974. They said from 3rd October, 1974 he absented himself and it will be treated as unauthorised one, as per Staff Regulations. Then Ex. M23 is the next document which is dated 4th December, 1974 from Vizag, wherein he requested for leave from 4th December, 1974 to 23rd December, 1974. Of course in this Ex. M23 he refers to his previous letter dated 13th November, 1974, which is not filed by either side and that letter is not before this Tribunal. He does not refer to Ex. M25 dated 4th November, 1974 in this Ex. M23.

20. Evidently after this 4th December, 1974 letter Ex. M23, a charge sheet dated 2nd January, 1975 Ex. W2 was issued. It was received by the workman, and he gave a reply Ex. M9 dated 18th January, 1975. He was at Sattana-palli at that time. Thus the workman proceeded to Sattana-palli on 2nd October, 1974 or 3rd October, 1974, then addressed the Management from his Camp: Bapatla and again from Vizag received the charge sheet and from Sattana-palli sent the explanation, which was received by LIC on 21st January, 1975. Evidently as the Management was not satisfied, they appointed R. S. Murthy as Enquiry Officer on 1st May, 1975 as per Ex. M26.

21. It is evident from these things that perhaps he might be at Vizag only. Then he sent Ex. M24 Vakalat dated 20th June, 1975. It was signed by him as at Vizag and sworn to by an Advocate of Vizag and it was signed on 20th June, 1975 by the workman.

22. Then the battle for wits started between the workman and the Enquiry Officer. The Enquiry Officer was going on issuing notice and not even a single notice was acknowledged and the Management was not able to get even a single acknowledgement for any of their notices. They were going on issuing notices like Exs. M10, M10(a) to Ex. M10(h), Ex. M11.

23. A perusal of this record indicate that the Enquiry Officer went on giving notices, the first notice fixing the date for enquiry to 22nd May, 1975 under Ex. M27 (Ex. M28 to M35 are connected covers returned etc.). As the workman did not turn up for the enquiry dated 22nd May, 1975. On the same day another notice was issued fixing the date of enquiry as 24th June, 1975 as per Ex. M36 (Exs. M37 to 44 are these returned covers etc.). Then it is posted to 24th June, 1975 and that in the meanwhile they received the Vakalat. Hence the management said that he cannot engage an Advocate and fixed the date of hearing again to 11th July, 1975 by way of letter dated 24th June, 1975 as per Ex. M46 (Exs. M46(a) to 46(d) are all connected covers refused etc.).

24. So many documents were marked because the L.I.C. was careful enough to post all these notices to three addresses of the workman namely Guntur, Rentachimala, Sattana-palli etc. Ex. M47 are the enquiry proceedings. Again Ex. M48 to M49(d) are the returned covers etc. and Ex. M50 is the Enquiry Officer's Report.

25. These are the only important documents. The rest again Ex. M51 to 57, 58 are only the refused covers etc. and the other documents we are not concerned much because there are either High Court judgement, appeal or revision or memorial prepared by the workman in question.

26. Now in this background we have to consider whether the removal of the workman is valid in the eye of law or not?

27. The Staff Regulations may be also mentioned here and they are marked as Ex. M12. The dismissal order is Ex. M11. It was passed under Regulations 39 which states that the penalty of removal from service was imposed under 39(D). It also states that it was deemed that the employee abandoned the post as per Regulation 39(4)(iii) read with Explanation (1). Regulation 39(4)(iii) is very cryptic and it simply states "Whether an employee has abandoned his post" Of course abandonment was not defined in Regulations

and hence it must be considered factually depending on each and every case.

28. Now in this back ground and in view of all these facts, before proceeding further, this Tribunal would like to consider the number of decisions relied upon by the workman in question. He placed reliance on *Swadeshi Industries Limited v. Their workmen* (1960 FJR page 81). This is not at all applicable to our case because it deals with strike of workmen of an establishment and the justifiability of the strike and the various tests etc. No where the case of an individual workman was referred to at all. Nextly he placed reliance in *Uttar Pradesh Government v. Sabir Hussain* (1975 S.C. page 2045). Wherein it was held that if a reasonable opportunity to show cause notice against the action proposed to be taken against him and non-supply of the copies of material documents caused serious prejudice there was disobedience of the Government of India Act 1935 provisions. Evidently here there are Staff Regulations. In fact a notice also was given to the workman as per Ex. M11. As per the Staff Regulations, a show cause notice was issued under Ex. M51 dated 17th July, 1975, afterwards only Ex. M11 removal order dated 30th July, 1975 was passed. It was categorically mentioned in this Ex. M51 "You are hereby directed to show cause why he should not be removed from service.....".

29. Hence the 1975 S.C. page 2045 will not apply to our facts in this case.

30. Nextly he placed reliance on *State of Assam v. Akshaya Kumar Deb* (AIR 1976 S.C. page 27). A perusal of the facts indicate that the matter will depend upon the circumstances of each and every case. But it was not mentioned in this decision anywhere, that though no address is furnished, it can be said that he should be excused. In fact on para 30 the Supreme Court observed as follows:—

"Cases are not unknown where the absence of a Government servant, even for prolonged periods, has been due to circumstances beyond his control. The case of the Japanese soldier who remained cut off and stranded in the jungles of a remote Pacific island for three decades after the termination for the World War II, is a recent instance of this kind."

Evidently ours is not an incident of that type. Hence this decision is of avail to the workmen in question. He also relied on *Union of India and others v. N. K. Chanda Roy and others* [1976 (1) S.L.R., Page 800] a decision of the Calcutta High Court. Here the workman was a Railway servant and the ground was "absconding and not available". Evidently a perusal of the facts indicate that no enquiry was held. Our case is entirely different. An enquiry was held and many attempts were also to trace out the workman. Hence this decision is of no avail to him.

31. Then he placed reliance on *Wang Tshering Tamang v. State of Sikkim* (1983 Lab. I.C. pages 984). A judgement of the Sikkim High Court. Here the temporary service of a bus conductor was terminated, evidently without any enquiry. The suspension order was passed on 8-1-1981. The order of recovery of amount passed in May 1981, it was converted to be a suspension in June 1981 and on the next day the temporary conductor was removed, as his services were no longer required. Evidently without giving any opportunity of being heard to defend. In those circumstances, it was held violative of Article 311.

32. Nextly he placed reliance in *S. K. Varma v. Mahesh Chandra and others* (AIR 1984 S.C. page 1462) This is not at all relevant as here the Officer of L.I.C. was also held to be workman. Nextly he placed reliance in *Workman of Hindustan Lever Ltd v. The Management of M's. Hindustan Lever Ltd.* AIR (1984 S.C. page 516). Here also the question that fell for consideration was for the application of principle of adjudication. Hence this decision is also of no avail to the workman in question.

33. He also placed reliance in *Ved Prakash Gupta v. M's. Delton Cables India (P) Ltd.* (AIR 1984 S.C. page 914) This decision also deals with the definition of the workman and hence no relevance for our purpose. Nextly he placed reliance in *Superintendent of Police, Manipur v. R. K.*

Tomalsana Sing (AIR 1984 S.C. Page 535). Here the judicial Commissioner accepted the petition holding that the enquiry was not held in accordance with the relevant rules as were in force and therefore consequential action of dismissal from service was without the authority of law. Our position is entirely different and this is not relevant to the workman.

34. He also placed reliance on Anoop Jaiswal v. Government of India (1984 Lab. I.C. page 343). A perusal of the fact indicate that the petitioner herein supposed to be a ring-leader of the I.P.S. Officers while undergoing training at Police Academy, Hyderabad was kept in jail for 22 minutes. Thereupon the Director without holding an enquiry into the alleged misconduct, recommended that the Appellant should be discharged from the service and the Government simply discharged. It goes without saying that our facts are entirely different and this decision is of no avail to us. Nextly he placed reliance on Ramakrishna v. Karnataka State Road Transport Corporation (1984 F.J.R. (65) page 59). A decision of the Karnataka High Court. Only Section 2-A of the I. D. Act and Section 10(1) and (2) of the I. D. Act fell for interpretation here and these things are not at all necessary for adjudication of our dispute here. This decision is also of no avail to the workman. Likewise he placed reliance on page 61 from the same volume a judgement of the Supreme Court. Here also the question that was decided was entirely different and it was that if there is provision in the Standing Order giving discretion to employer to deny Gratuity, it should be treated as arbitrary and unreasonable and should be discarded.

35. Nextly reliance was placed on Naval Kishore v. Messrs Darshan B. Cursetjee & Sons [1984(II)LLJ, page 473] a judgement of the Madras High Court. Here also Section 2-A and Section 10 came up for interpretation and hence this is also not relevant. Nextly he placed reliance on Gulam Mohammad v. Labour Court, Andhra Pradesh, Hyderabad and others (1985 (1) ALT Reports page 407). A judgement of our own High Court. It was held that if an order is passed by the Labour Court to reinstate an employee without back wages and the employee alleging failure of his attempts to gain any employment than he is entitled to full back wages. Evidently this is not at all relevant for us. Likewise he placed reliance on Bata India Ltd. v. State of Kerala and others (1985 Lab. I.C. page 687). A judgement of the Kerala High Court. This also refers to Section 10(1) of the I. D. Act which is not at all necessary for adjudication of our matter. He also placed reliance on Workmen of Best and Crompton v. The Management (1985 (1) LLJ page 492) a judgement of the Madras High Court wherein Section 2-A and 10 of the I. D. Act fell for consideration and hence not relevant for us.

36. Next he also placed reliance on Central Inland Water Transport Corporation Ltd. v. Brojonath (AIR 1986 S.C. page 1571). It was held herein that principles of natural justice will come into play even to cases where Article 14 does not apply. He also placed reliance in Kashinath Dikshita v. Union of India (AIR 1986 S.C. page 2118). Here there was a failure to supply copies of the statement of the witnesses recorded ex parte and failure to supply copies of documents, on which reliance was placed by the department to establish the charges and it is not in dispute that the workman requested for supply of copies. In these circumstances the Supreme Court held that it is unjust and unfair to deny the Government servant copies of statement of the witnesses examined and the synopsis does not satisfy the requirements of giving the Government servant a reasonable opportunity showing cause propose to be taken and holding that the impugned order of dismissal rendered by the Disciplinary authority violative of article 311(2), they allowed the appeal. Here no such request is there and there was no reply to the show cause notice. Hence this is not relevant for our purpose.

37. He also placed reliance on The Punjab State Electricity Board Patiala v. Gurnath Singh Rhamrao 1989 S.T.P. page 19. A judgement of Punjab and Haryana High Court. The only point that fall for consideration was whether an order of dismissal can be effective retrospectively or from the date on which it was passed and it was held that it cannot be passed with retrospective date and it will be effective from the date on which it was passed. There is no problem here and hence not applicable to our case. He placed reliance

in Jitendra Nath Biswas v. M/s. Empire of India and Ceylone Tea Co. and others (1989 (3) S.C.C. page 582). It was held herein that Industrial Disputes Act not only confere the right on a worker for reinstatement and back wages etc. and there is apparently implied exclusion of the jurisdiction of the civil court. The Civil Court jurisdiction is not in question here at all and hence it is also of no avail. He placed reliance in Pratham Bank v. Vijay Kumar Goel (1989 4 Supreme Court Cases page 441). It deals with the employees case who is serving under the Regional Rural Banks and a suit filed by the employee challenging the termination by Regional Rural Bank. As the Regional Rural Bank was considered to be an instrumentality of State under Article 12 of the Constitution of India. It was also held that the suit filed by the dismissed employee is maintainable etc., and it is not relevant for our purpose.

38. He also referred to Ramendra Nate v. Mandi Samith, Sulimpur (AIR 1989 Allahabad page 154). It was held herein that in the absence of any service rules even, the employees are entitled for the benefit of principles of natural justice and their services cannot be terminated without giving an opportunity of hearing etc. Hence this is also not relevant for us. Nextly he placed reliance on The Punjab State and others v. Balwan Singh, Ex-Constable (1989 (4) S.L.R. page 195). A judgement of Punjab and Haryana High Court. It was held herein as per the Punjab Police Rules, no limitation was prescribed for challenging a void order. Evidently it is not relevant for our purpose. Likewise he placed reliance on Pyara Lal Sharma v. Managing Director (1989 (4) S.L.R. page 1). The main point that arose for consideration was Jammu and Kashmir Industries Service Rules and Regulation 1614 etc. these regulations were not extracted, but it was held that the Company got no authority to terminate the service of the employee on the ground of unauthorised absence without holding the disciplinary proceedings against him. In our matter disciplinary proceedings were held but the workman did not attend and hence finally his services were terminated.

39. He also placed reliance on Gurcharan Singh v. State of Punjab (1989 (3) S.L.R. page 299). Where the appellant Ex-Fitter of Punjab Roadways, Ferozpur was dismissed from service on the ground that he was absent from duty without leave or permission. It was challenged in a Civil Suit on the ground that the order of dismissal was passed without affording an opportunity of hearing to him and behind his back and was violative of principles of natural justice and the service rules. In that connection it was held that the order of dismissal was found illegal and erroneous, it cannot be said that the workman is not entitled for all arrears of pay and salary till the date of dismissal. Here this Tribunal is at the very stage trying to find out whether the order of dismissal is erroneous or not. Ofcourse it is found that it is erroneous and the consequence what judge might say. Hence this is not relevant for our purpose. He also placed reliance on Pujari Bai v. Madan Gopal (AIR 1989 S.C. page 1744). Here it was held that when a writ petition after contesting disposed off on merits by a speaking order, the question decided in that petition would operate as res judicata and not a dismissal in limine or dismissal on the ground of laches or availability of alternative remedy. Even this is of no avail because this Tribunal is proceeding on the assumption that the lapses and delays were already executed and going into the merits of the contention of the workman.

40. Lastly he cited some latest decisions of 1990. He placed reliance in The Management of Indian Bank v. The Presiding Officer, Industrial Tribunal (Central) Madras (1990) LLJ, page 50. A decision of the Madras High Court. This deals with the aspect of the definition of 'workman' and when once it was satisfied that Deposit Collectors will come under that definition it is not open to the Bank to rely on Bank Regulations Act and contend that such a person is an independent contractor. Evidently this is of no avail to the workman. Nextly he placed reliance in Madhshand Jena v. Orissa State Electricity Board and other [1990(II) LLJ, page 463]. It was held herein that striking out of the name of the petitioner from the muster rolls that amounts to terminate and it amounts to retrenchment also and when no contemporary material was placed to show that the petitioner was treated as absconder when no reasonable reasons is given as

to why after five years service he suddenly absconded from duty etc., he cannot be treated as absconder. Evidently mere no enquiry was conducted and nothing took place. He was in service from 1971 or 1972 and involved in a theft case in 1977. He was arrested and since September 1977 he absconded himself, placing reliance on the well known *L. Robert Dasouza v. The Executive Engineer Southern Railway* and another (1982)ILLJ page 330) it was held that his termination was illegal. It may be mentioned here that after his arrest and released, he joined and again after his acquittal in a criminal case he went on petitioning the authorities but he was only informed that his name was removed from the muster roll. Our facts are entirely different and this decision is also of no avail to the workman.

41. Nextly he placed reliance on *The Management of Madras Fertilisers Ltd., Manali, Madras v. (i) The Presiding Officer, 1 Additional Labour Court, Madras, Etc. (1990)ILLJ, page 296*; a judgement of the Madras High Court. Here the Management is Madras Fertilisers Limited, Manali and when the consideration of the past record of service is very much gone into the mind of the management on the question of punishment, that move on the part of the management should be made known to the worker and he must be heard and not to do so is violative of principles of natural justice. Here in our case the past record was not even taken into consideration and only by virtue of enquiry report after taking all aspects into consideration the removal order Ex. M11 was passed and hence this decision is also of no avail to the workman. Nextly he placed reliance on *Janaadana Reddy v. The Depot Manager, APSRTC., Hyderabad Dist. Depot-II Hyderabad and Another (1990)1 An. W. R. page 642* A Division Bench decision of our own High Court wherein Section 11-A Memo was considered and nothing else. Hence it is not at all necessary for our purpose. Nextly reliance was placed in *Sushil Kumar Mehta v. Gobind Ram Bohra (1990)1 S.C.C. page 193* This also deals with rent control jurisdiction eviction etc. and this was relied on for the purpose of Sec. 11 C.P.C. res judicata is not an issue in our matter at all. Hence this decision is also of no avail to the workman.

42. He also placed reliance in *B.A. Bhatt v. Syndicate Bank and Others (1990)1ILLJ, page 266* a judgement of the Karnataka High Court. Here the order of dismissal against the Bank Officer was quashed and the matter is remitted to the Disciplinary Authority to start afresh from the stage of receipt of the explanation—In those circumstances, it was held, though the order did not state in express terms that the consequential benefits were also granted, such directions flowed from granting the main relief and the order of a court should not be read as a statute and it should be read and construed in the light of the facts of the case and the reliefs sought for. Here there is no such situation and hence this decision is also of no avail to the workman.

43. This to be very frank, unfortunately all the decisions relied upon by the workman are not at all relevant to the facts in issue and the facts as brought out by both the sides.

44. On the other hand the learned representative placed reliance in *Bangalore Woolen, Cotton & Silk Mills Co. v. Dasappa (1960)ILLJ, page 391* It was held that 'in all matters it would be proper for the Tribunal to address itself to the question after ascertaining that the principles of natural justice have not been violated, whether the materials on which he management has reached a conclusion adverse to the workman, a reasonable person could reach such a conclusion or not. In such cases the Industrial Tribunal is not called upon to decide whether in its opinion the evidence given by the witness was true but only whether when the enquiring officer (domestic enquiry) stated that he considered such evidence credible he had acted like a reasonable man or not' A perusal of the facts indicate that the workman was found in position of rug pieces, he was detected by the watchman, evidently a domestic enquiry was conducted. In these circumstances these observations were made. The Management representative also placed reliance upon *Saron Motors v. Vishwanath & Ans. (1964)ILLJ, page 139*. This is not very much relevant for our purpose because here it was pointed out that "the findings of the Enquiry Officer, could not be rejected on ground that he had failed to make notes of inspections when there was other evidence before him to support his conclusions." It was also pointed out that, "it is well known that enquiries of this type are generally conducted by the officers of the employer and in the absence of

any special individual bias attributable to a particular officer it has never been held that the enquiry is bad justice because it is conducted by an officer of the employer. "This is not relevant. Those are not the points to be considered. Nextly reliance was placed in *Pratap Singh v. State of Punjab 1966(1)ILLJ, page 438* Another decision of the Supreme Court Full Bench of five Judges. This Tribunal do not think that this decision will be of no avail to the Management. This deals with the case of Civil Surgeon who was employed in the State Government and who was granted preparatory for retirement and during that period orders were passed rejecting the leave placing him under suspension and ordered an departmental enquiry etc., the facts are entirely different in our case and this is not at all relevant for our purposes. Lastly reliance was placed on *M/s. Madan & Co. v. Wazir Jaivir Chand (A) 1989 S.C. page 130*. This is also a case of J&K. Houses and Shops Rent Control Act, where while considering Section 11 and Section 12 of the above said Act, it was observed that "When the letter was returned was non availability of addresses, there was no responsibility cast on the sender or postman to arrange that notice is served. Evidently it was stated only for to seek support as all the notices sent by the Management were returned unserved. This is also not very much relevant as already it was found by this Tribunal that factually all the notices were returned for no fault of the Management though they were sent mainly to the workmen.

45. Our facts are not in dispute at all and this Tribunal has narrated them above. To summarise its conclusions once again it can be safely stated by this Tribunal that the following facts are proved namely (1) The workmen went on applying for leave and only he could file letters Ex. W2 only but the Management filed Exs. M7, M22 and M23. Thus in toto only four letters were filed before this Tribunal. (2) the last letter Ex. M23 seeks leave upto 24-12-1974 the Management never granted any leave in writing. Even 1-10-1974 leave was granted as the workman informed the Officer and left the office from 2-10-1974 onwards. No leave was granted to him and the workman did not produce even a single scrap of paper showing that the leave was granted (3) the address of the workmen is elusive. In Ex. W1 He gave it as Sattenepalli. Ex. M22 was addressed from Camp Bapatla and Ex. M24 was from Visakhapatnam and he categorically mentioned in Ex. M23 that the leave address furnished in his leave letter holds good for all practical purpose. (4) In spite of the best efforts by the Management by sending the notices of various addresses, all covers were returned unserved. (5) Though even as per his claim statement, he addressed as many as 13 letters, all were sent under Certificate of Posting and this is astonishing procedure resorted to by the workman and the Tribunal is at loss and cannot believe the workman simpliciter on the basis of the certificate of posting only that he posted letters requesting for leave.

46. Then the only charge sheet was issued against the workman. It was served on the workman and he submitted his explanation Ex. M9. Even in that document, he gives his address only as Sattanapalli.

47. Even he engaged an Advocate and Vakalat was sent as per Ex. M24.

48. Then Enquiry Officer went on issuing notices but neither the Advocate nor the workman appeared and an ex parte enquiry was carried on. In the ex parte enquiry, the allegation against the workman were categorically proved and the enquiry proceedings Ex. M47 clearly go to show that D. S. Sastry, O. Lakshminarayana and Ch. Mahadevan were examined as witnesses and their statement were recorded. These enquiry proceedings clearly go to show that four addresses, 3 of Guntur and one of Visakhapatnam communications were sent to the workman. As per D. S. Sastry, he did not receive any leave application at all either on 2-10-74 or subsequently As per Lakshminarayana, second witness, he left the office at 2.30 p.m. or 3.30 p.m. on 30-9-1974 and his leave application for 1-10-1974 came to his table by about 2.30 p.m. and he applied for leave for one day. Later on he was not to be seen. As per Mahadevan, the third witness, he received the casual leave application dt. 1-10-1974 he pointed out to the workman that the leave application can be given to the officer in the Department itself but he gave the application and walked out and he sent it in the envelope to A.A.O.

49. Thus it is evident that after leaving the office on 30-9-1974 he did not step into the office at all.

50. On the basis of these proceedings, the Enquiry Officer submitted his report Ex. M50 wherein the Enquiry Officer came to a conclusion that the workman is guilty of all the six charges framed against him.

51. Then a show cause notice was given and he was removed from service.

52. Thus viewed from any angle, this Tribunal is unable to find any lacunas in the procedure adopted by the Management or violation of principles of natural justice or not giving any opportunity to the workman in question or acting with a biased against him. Thus this Tribunal is finding it very difficult to support the workman in his allegations.

53. Hence in view of all these things, the reference is answered in favour of the Management holding that the Management of I.I.C. of India, Visakhapatnam is justified in imposing the penalty of removal from service with effect from 30-7-1975 on Sri S. S. Rajan, Ex-Assistant and he is not entitled to any relief whatsoever.

Award is passed accordingly.

Dictated to the Stenographer, transcribed by him, corrected by me and given under my hand and the seal of this Tribunal, this the 10th day of August, 1990.

SRI K. TARANADH, Industrial Tribunal

[No. L-17011/20/89-IR.B(1)]

V. K. VENUGOPALAN, Desk Officer

APPENDIX OF EVIDENCE

Witnesses Examined for the Workman :

W.W1—S. S. Rajan

Witnesses Examined for the Management :

M.W1 K. Jagan Mohan Rao

M.W.1—K. Jagan Mohan Rao

Documents marked for the workman :

Ex. W1—Photostat copy of the leave application dt. 2-10-74 of S. S. Rajan to the Divisional Manager, Life Insurance Corporation of India, Divisional Office, Dwarakanagar, Visakhapatnam-4.

Ex. W2—Photostat copy of the Charge Sheet dt. 2-1-1975 issued to S. S. Rajan by the Divisional Manager, Life Insurance Corporation of India, Divisional Office, Visakhapatnam, (A.P.).

Ex. W3—Photostat copy of Order of the Management dt. 30-7-75 informing the workman about his deemed abandonment of Service as per Staff regulations.

Ex. W4—Certificate of posting dt. 31-10-74.

Ex. W5—Certificate of posting dt. 13-11-74.

Ex. W6—Certificate of posting dt. 4-12-74.

Ex. W7—Certificate of posting dt. 26-12-74.

Ex. W8—Certificate of posting dt. 31-1-75.

Ex. W9—Certificate of posting dt. 3-2-75.

Ex. W10—Certificate of posting dt. 4-3-75.

Ex. W11—Certificate of posting dt. 4-4-75.

Ex. W12—Certificate of posting dt. 17-4-75.

Ex. W13—Certificate of posting dt. 30-4-75.

Ex. W14—Certificate of posting dt. 10-5-75.

Ex. W15—Certificate of posting dt. 15-6-75.

Ex. W16—Certificate of posting dt. 21-7-75.

Ex. W17—Photostat copy of the counter filed by the Divisional Manager, I.I.C. of India, Visakhapatnam in M.P. No. 1/76 on the file of the Industrial relations Officer No. I Circle, Visakhapatnam.

Ex. W18—Photostat copy of the letter dt. 2-11-76 addressed to S. S. Rajan by the Zonal Manager, I.I.C. of India with regard to receipt of Memorial dt. 21-9-76 addressed to Chairman, Central Office, Bombay.

Documents marked for the Management :

Ex. M1—True Copy of the High Court Notice dt. 15-9-86 in W.P. No. 11157/86 along with the affidavit and petition filed by S. S. Rajan (Workman).

Ex. M2—Counter dt. 30-6-87 filed by the Management in W.P. No. 11157/86 on the file of the High Court (A.P.).

Ex. M3—Copy of the High Court's Order in W.P. No. 11157/86 dt. 24-7-87.

Ex. M4—Photostat copy of the Writ Appeals dt. 1-9-87 along with affidavit filed by S. S. Rajan in W.A. No. 1181/87 on the file of the High Court of Andhra Pradesh and the Photostat copy of the Orders passed in Writ Appeal No. 1181/87 dt. 15-9-87.

Ex. M5—True Copy of the High Court Orders in W.P. No. 1181/87 dt. 15-9-87 dismissing the Writ Appeal.

Ex. M6—Photostat copy of the Supreme Court's Order dt. 4-2-88 in Special Leave to Appeal (Civil) No. 16056/87.

Ex. M7—Casual Leave application dt. 1-10-74 of S. S. Rajan.

Ex. M8—True Copy of the Charge Sheet dt. 2-1-75 issued to S. S. Rajan by the Divisional Manager, I.I.C. of India, Visakhapatnam.

Ex. M9—Explanation to the Charge Sheet dt. 18-1-75 submitted by S. S. Rajan to the Divisional Manager I.I.C. of India, (Visakhapatnam) Camp : Sutturapalli.

Ex. M10 Copy of the Order dt. 30-7-75 of the Divisional Manager, I.I.C. of India, Visakhapatnam imposing penalty of remove from Service on S. S. Rajan

Ex. M10(a)—Returned cover with acknowledgement due.

Ex. M10(b)—Returned cover with acknowledgement due.

Ex. M10(c)—Returned cover with acknowledgement due.

Ex. M10(d)—Copy of Ex. M10 dt. 30-7-75.

Ex. M10(e)—Copy of Ex. M10 dt. 30-7-75.

Ex. M10(f)—Copy of Ex. M10 dt. 30-7-75

Ex. M10(g)—Returned cover.

Ex. M10(h)—Copy of Ex. M10 dt. 30-7-75.

Ex. M11—True copy of the Order dt. 30-7-75 of the Divisional Manager, I.I.C. of India, Visakhapatnam informing S. S. Rajan about his deemed abandonment of service as per staff regulations.

Ex. M12—Staff Regulations of I.I.C. of India.

Ex. M13—Application dt. 30-3-77 filed by S. S. Rajan before the Labour Court, Guntur for interim relief.

Ex. M14—Counter filed by Divisional Manager, I.I.C. of India, Visakhapatnam dt. 20-5-77 for the application dt. 30-3-77 (Ex. M13) filed by S. S. Rajan before the Labour Court, Guntur.

Ex. M15—Certified Copy of the Order of Labour Court, Guntur in I.A. No. 22/77 dt. 20-1-78.

Ex. M16—Petition U/s. 33-C(2) of the I.D. Act 1947, dt. 12-10-76 filed by S. S. Rajan before Labour Court Guntur claiming altogether a sum of Rs. 22,330 including gratuity.

Ex. M17—Counter dt. 15-11-76 filed by the Divisional Manager, I.I.C. of India, Visakhapatnam before the Labour Court, Guntur in view of Ex. M16.

Ex. M18—Certified copy of the Order of Labour Court Guntur dt. 30-1-79 in M.P. No. 138/76.

Ex. M19—Copy of application U/s. 33-C(2) of the I.D. Act, 1947 dt. 24-9-83 filed by S. S. Rajan before the Labour Court at Guntur (A.P.) (M.P. No. 146/83).

Ex. M20—Copy of the counter filed by the Management in M. P. No. 146/83 in view of Ex. M19.

Ex. M21—Certified copy of the Order of Labour Court, Guntur in M.P. No. 146/83 dt. 7-6-84.

Ex. M22—Extension leave application dt. 30-10-74 of S. S. Rajan from 29-10-74 to 12-11-74.

Ex. M23—Extension leave application of S. S. Rajan dt. 4-12-74 from 4-12-74 to 24-12-74.

- Ex. M24—Vakalat dt. 20-6-75 of D. Sundara Rao, Advocate on behalf of S. S. Rajan.
- Ex. M25—True Copy of the letter dt. 4-11-74 addressed to S. S. Rajan by the Divisional Manager, L.I.C. of India Visakhapatnam with regard to extension of leave from 29-10-74 to 12-11-74.
- Ex. M26—Appointment Order 1-5-75 of N. S. Murthy as Enquiry Officer.
- Ex. M27—Enquiry Notice dt. 12-5-75 issued to S. S. Rajan by the Enquiry Officer.
- Ex. M28—Enquiry Officer's letter dt. 22-5-75 to the Divisional Manager, L.I.C. of India, Divisional Office, Visakhapatnam.
- Ex. M29—Returned cover dt. 6-5-75 addressed to S. S. Rajan for Rentachintala Address.
- Ex. M30—Returned cover dt. 6-5-75 addressed to S. S. Rajan, Divisional Officer, Visakhapatnam-4.
- Ex. M31—Letter dt. 12-5-75 addressed to two different addresses of S. S. Rajan, one to Rentachintala and the other to Macherla.
- Ex. M32—Copy of Ex. M27 (Enquiry Notice Ex. M27).
- Ex. M33—Copy of Ex. M27 (Enquiry Notice Ex. M27).
- Ex. M34—Returned Cover with acknowledgement due addressed to S. S. Rajan, C/o the President Andhra Evangelical Southern Church, Arundalpet, Guntur.
- Ex. M35—Copy of the Enquiry Notice dt. 12-5-75 (copy of Ex. M27).
- Ex. M36—Enquiry Notice dt. 22-5-75 issued to S. S. Rajan by the Enquiry Officer.
- Ex. M37—Returned cover addressed to S. S. Rajan.
- Ex. M38—Returned cover addressed to S. S. Rajan.
- Ex. M39—Returned cover addressed to S. S. Rajan.
- Ex. M40—Enquiry Notice dt. 22-5-75 issued to S. S. Rajan by the Enquiry Officer.
- Ex. M41—Copy of Ex. M27 (Enquiry Notice dt. 12-5-75).
- Ex. M42—Copy of Ex. M40 (Enquiry Notice dt. 22-5-75).
- Ex. M43—Copy of Ex. M27 (Enquiry Notice dt. 12-5-75).
- Ex. M44—Copy of Ex. M40 (Enquiry notice dt. 22-5-75).
- Ex. M45—Copy of Ex. M27 (Enquiry Notice dt. 12-5-75).
- Ex. M46—Letter dt. 24-6-75 addressed to S. S. Rajan by the Enquiry Officer with regard enquiry.
- Ex. M46(a)—Returned cover for Ex. M46.
- Ex. M46(b)—Enquiry Notice dt. 24-6-75 issued to S. S. Rajan by the Enquiry Officer.
- Ex. M46(c)—Returned cover with acknowledgement due.
- Ex. M46(d)—Copy of Ex. M46(b).
- Ex. M47—Enquiry Proceedings.
- Ex. M48—Copy of Ex. M46.
- Ex. M49—True Copy of the Enquiry Notice dt. 30-6-75 issued to S. S. Rajan by the Enquiry Officer.
- Ex. M49(a)—Returned cover with acknowledgement due.
- Ex. M49(b)—Copy of Ex. M49.
- Ex. M49(c)—Returned cover with acknowledgement due.
- Ex. M49(b)—Copy of Ex. M49.
- Ex. M50—Enquiry Report dt. 15-7-75.
- Ex. M51—Copy of Ex. M8 (Charge Sheet dt. 2-1-75).
- Ex. M52—Returned cover with acknowledgement due.
- Ex. M53—Returned cover with acknowledgement due.
- Ex. M54—Returned cover with acknowledgement due.
- Ex. M55—Charge Sheet dt. 2-1-75 (Ex. M8).
- Ex. M56—Copy of Ex. M51.
- Ex. M57—Copy of Ex. M51.
- Ex. M58—Photostat copy of the Zonal Manager's letter dt. 2-11-76 addressed to S. S. Rajan with regard to Memorial dt. 21-9-76 addressed to Chairman Central Office, Bombay.
- Ex. M59—Copy of the Petition 29-7-76 filed by S. S. Rajan before Industrial Relations Officer No. I,

Visakhapatnam constituted under Section 41 of the A. P. Shops & Establishments Act, 1946.

- Ex. M60—Counter to Ex. M59.
- Ex. M61—Copy of the Orders in M. P. No. 1/76 dt. 31-12-76.
- Ex. M62—Copy of the 2nd appeal filed by the Workman before the Labour Court Guntur dt. 4-2-77.
- Ex. M63—Counter dt. 30-3-77 to Ex. M62.
- Ex. M64—Petition dt. 1-2-78 filed before Labour Court, Guntur by Divisional Manager to set aside the ex-parte order dt. 21-1-78 in I.A. No. 15/77.
- Ex. M65—Certified copy of the Order dt. 17-2-78 in I.A. No. 30/78 in I.A. No. 15/77 passed by Labour Court, Guntur.
- Ex. M66—Letter dt. 26-9-84 addressed by Executive Director to the Section Officer, Government of India, Insurance Section, New Delhi with regard to request for re-appointment of S. S. Rajan.
- Ex. M67—Letter dt. 13-2-73 of the Divisional Manager, L.I.C. of India, Hyderabad Division to S. S. Rajan to provide a correct address.
- Ex. M68—True copy of the Order dt. 21-4-73 of the Divisional Manager to S. S. Rajan with regard to penalty of reduction to lower stage by three steps in the time scale.
- Ex. M69—Copy of the Order dt. 11-10-73 of the Zonal Manager, L.I.C. of India, Southern Zonal Office, Madras-2 with regard to penalty imposed (Ex. M68) on the employee be modified to one of withholding of one increment for a period of one year under Regulation 39(1)(b) of L.I.C. (Staff) Regulations, 1960.

SRI K. TARANADH, Industrial Tribunal
आदेश

नई दिल्ली, 6 सितम्बर, 1990

का. आ. 2415.—भारत सरकार के तत्कालीन श्रम रोजगार और पुनर्वास मंत्रालय की तारीख 22 सितम्बर, 1967 की अधिसूचना संख्या का. आ. 3453 द्वारा गठित श्रम न्यायालय के मुख्यालय, नागपुर के पीठासीन अधिकारी का पद रिक्त हुआ है,

अतः अब, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 8 के उपबंधों के अनुसरण में, केन्द्रीय सरकार श्री एम. जी. अवारी को उक्त श्रम न्यायालय के पीठासीन अधिकारी के रूप में नियुक्त करती है।

[संख्या एस-11020/1/81-डी-1(ए) नन्द लाल, अवसर सचिव]

ORDER

New Delhi, the 6th September, 1990

S.O. 2514.—Whereas a vacancy has occurred in the Office of the Presiding Officer of the Labour Court with headquarters at Nagpur constituted by the Notification of the Government of India in the then Ministry of Labour, Employment and Rehabilitation No. S.O. 3433 dated the 22nd September, 1967;

Now, therefore, in pursuance of the provisions of Section 8 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby appoints Shri M. G. Avari as the Presiding Officer of the Labour Court constituted as aforesaid.

NAND LAL, Under Secy.
[No. S-11020/1/81-D.I(A)]

नई दिल्ली, 7 सितम्बर, 1990

का. आ. 2515.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में,

केन्द्रीय सरकार मै. कुच्छवार लिमिटेड एण्ड स्टोन को., बंजारी के प्रबन्धकों के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण, सं. 2, धनबाद के पंचपट को प्रकटित करती है, जो केन्द्रीय सरकार को 5-9-90 को प्राप्त हुआ था।

New Delhi, the 7th September, 1990

S.O. 2515.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, No. 2, Dhanbad as shown in the Annexure, in the industrial dispute between the employers in relation to the management of M/s. Kuchwar Lime and Stone Co., Banjari and their workmen, which was received by the Central Government on 5-9-90.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

Reference No. 53 of 1988

Shri I. N. Sinha, Presiding Officer.

In the matter of an Industrial Dispute under section 10(1)(d) of the I.D. Act, 1947

PARTIES :

Employers in relation to the management of M/s. Kuchwar Lime and Stone Co. Banjari, District Rohtas, Bihar.

APPEARANCES :

On behalf of the employers—Shri Ashok Dutta, Officer on Special Duty.

On behalf of the workmen—Shri P. K. Dubey, Vice President, Kaimur Range Mazdoor Union.

STATE : Bihar. INDUSTRY : Limestone Dhanbad, the 29th August, 1990

AWARD

The Government of India, Ministry of Labour in exercise of the powers conferred on them under Section 10(1)(d) of the I.D. Act, 1947 has referred the following dispute to this Tribunal for adjudication vide their Order No. L-29011 (52)/87-D.III(B), dated the 9th March, 1988.

SCHEDULE

- “(1) Whether the demand of the Kaimur Range Mazdoor Union for enhancement of wages of the workers of M/s. Kuchwar Lime and Stone Co. Banjari, Distt. Rohtas, Bihar is justified? If so what relief are the workmen entitled and
- (2) Whether the action of the management of M/s. Kuchwar Lime and Stone Co., Banjari, Distt. Rohtas, Bihar in dismissing from service S/Sri Ramjee Yadav, Watchman, Sri Ram Brij Singh, Watchman and Sri Mukhdeo Singh Labourer w.e.f. 6/7-4-87 is justified? If not, to what relief are the said workmen entitled to?”

The case of the workmen is that Kuchwar Lime and Stone Company is a private concern having its office at Kuchwar (Banjari) Distt. Rohtas. It is functioning and mining limestone since 1934. The company is supplying the lime stone from its mine to the different cement factories of Bihar namely M/s. Kalyanpur Lime and Cement Works Limited, Banjari, Sheo Shakti Cement Company Hazaribagh, Sindri Cement Factory and other lime kilns of Bihar and Bengal. The company has its quarry office at Kuchwar, Bharuhi and Hatni-Utni all situated within the district of Rohtas. The Kaimur Range Mazdoor Union which is the union of the workmen is a registered union and is recognised union of the management. An agreement was arrived at between the management of Kuchwar Limestone and Company and the workmen on 23-4-81 regarding wage revision etc. The said agreement expired on 24-4-84. The union submitted demand dated 11-7-84 for revision of wages of the workmen. The management did not pay any heed to the demand raised by the union apart from the fact that the management was

simply giving a bit above the minimum wage in spite of having profits in the concern. From time to time the union pressurised the management for redressal of the above demand on several occasion from 1984 to 1985. But the management did not consider the same. Ultimately the union resorted to legal means for the fulfilment of the above demand in the month of March/April, 1986. After a protracted discussion a bipartite agreement was reached between the parties on 5-4-86 in the presence of the S.D.O. Sasaram on other demand except on wage revision. The parties met again in the chamber of the S.D.O. Sasaram on 3-5-86 and agreed to refer the matter relating to wage revision to the Arbitration of Shri T. C. Garg, Asstt. Labour Commissioner (C) Patna for arbitration under the provision of the I.D. Act. The matter was referred to the Arbitrator, Shri T. C. Garg by the Labour Ministry by notification dated 9-10-86. The stipulated period of 3 months for completing the arbitration expired and as such the arbitration proceeding collapsed. Earlier prior to arbitration proceeding the parties had entered into an agreement to refer the dispute of D.A. and V.D.A. to the Tribunal for adjudication but after signing the agreement the management refused to refer the matter to the Tribunal for adjudication on D.A. and V.D.A. After the expiry of the arbitration proceeding the union again raised an industrial dispute before the ALC(C) Patna on 10-6-87, for conciliation. The conciliation fell and the ALC(C) submitted failure report to the Ministry of Labour, Govt. of India and thereafter the Govt. of India referred the dispute to this Tribunal for adjudication. Prior to the raising of the dispute before the ALC(C) Patna the union submitted a memorandum to the Labour Minister, Government of India and the Ministry of Public Enterprises against the mismanagement arbitrary and anti labour policy of the management as the management was not paying any attention on the demand of the workers. During the short space of 6 years, 2 voluntary arbitration proceeding of cement workers started and first and second arbitration Award was published in the Government of India Gazette on 20-7-83 and 3rd voluntary arbitration proceeding started and interim relief Award was granted and hearing for final award was pending. From 1973 atleast 2 times the rate of D.A. of the cement workers has been increased and implemented. There was another wage revision during the period 1984 to 1987 in the public sector and private sector undertaking. If the management would have referred the matter of D.A. as agreed under the terms of settlement dated 7-8-82 the workmen would have been benefited to the extent of Tribunal's Award and would have received revised D.A. and would have implemented throughout India on and from 1-4-83 i.e. Rs. 1.30 per point to 1.65 per point rise and fall in the price index. The wage of the adjoining workmen of M/s. Kalyanpur Lime Cement and its quarry at Banjari M/s. Pyrites Phosphates and Chemicals Limited, Amjhore have been revised twice during the period but no revision has been effected in M/s. Kuchwar Lime Stone Quarry which is within 1/2 K.M. only from the quarries of Kalyanpur Cement Factory.

The management is exorbitantly making overhead expenditure yearly by appointing fresh hands of officers as well as making extravagant expenditure on office at Kuchwar and Patna. The company has its lime stone mining area of 17,000 acres which is much bigger than the lease granted to M/s. Kalyanpur Lime Stone Works Banjari and other Lime stone quarries in the District of Rohtas. But due to mismanagement lime stone production of the company has not multiplied as in the past. Due to the mismanagement and excess overhead expenditure the management is simply operating the mine with compressor machine only. The dozer machine purchased for 7 lacs in 1975 is lying idle. Haulage machine purchased previously was stopped by the management. The Dumper and Shovel machine have not been introduced which would have doubled the production. The management does not purchase explosives in time due to which the work of the mining is hampered. The strength of the workmen of the company has come down from 1700 in 1984 to 900 in 1988 but the strength of the officers has repeatedly increased resulting increase in overhead expenditure which has frustrated the demand of the workmen. The lime stone materials produced from the mine are regularly despatched and money floats regularly in the pocket of the company. But the workmen are deprived of their legitimate right and wages and they are still paid only a bit

higher wages than the minimum wages declared by the Government from time to time. The company has capacity of paying higher wages to the workmen. The union therefore prayed for awarding the workmen wage structure and D.A. as demanded by it vide the demand dated 11-7-84 (Ext. W-1). The union also in the W.S. referred the workers living in the old quarters of the management without any repair. According to the union in spite of having constant production and profit the management has not even constructed a hospital of its own or a school for the education of children. The union also claimed H.R.A.

The termination of the services of the concerned workman mentioned in the item No. 2 of the Schedule of reference without complying with the production of Section 25F of I.D. Act violates the provision of the I.D. Act. Those concerned workmen namely S/Sri Ramjee Yadav, Watchman, Sri Ram Brij Singh, Watchman and Mukhdoo Singh, Labour were not paid the wages of one month at the time of termination of service. Their termination by the management are unjustified improper and illegal.

The domestic enquiry conducted against them were against the provision of natural justice. No representative of the concerned workmen were allowed by the management nor the copy of the enquiry was provided to them. The order of termination of their services are further violative of Section 11-A of the I.D. Act where the management has awarded disproportionate punishment to the concerned workmen. The concerned workmen are active members of the union. The management is displeased with them for their trade union activities and as such their services have been terminated by way of punishment which is quite out of proportion to the gravity of the offence. On the above facts it has been prayed by the workmen that an Award be passed in their favour.

The case of the management is that the union has submitted a charter of demand on 11-7-84 and there were several rounds of discussion between the parties between 1984 and 1987 and when the union's demand was referred to the ALC(C) Patna for conciliation, the union adopted coercive measures in the name of pressurising company for redressal and final decision. On demand by resorting to stoppage of despatches of lime stone, leading to disruption of normal working and cash flow of the company. The union had raised several points in its memorandum submitted to the Union Labour Minister and the Minister of Public Enterprises, Government of India and the management submitted its comment to them on the points raised by the union.

In 1984 Rohtas Industry Limited Dalmianagar was closed. After its closure Kuchwar Lime Stone lost market of 1000 MT of lime stone per month which was being supplied by the company to Rohtas Industries Limited. The monthly turn over of the company was severely affected due to the closure of Rohtas Industries. The company is now making virtually distress sales to various cement plants by allowing rebates in the hope of regaining the lost market. In spite of the steps taken by the company for increasing despatch, the same has not improved.

The company is running in loss. It is not correct to say that the company is making profits. The company is having heavy loss running in several lacs of rupees and the accumulated loss are mounting causing anxiety to the management. There is serious adverse position of the company.

The Arbitration proceeding were dropped. The stand of the management was explained to the Labour Ministry and it was pointed out that due to several illegal acts of the union the management was being compelled to declare a lock-out to protect the lives of officers and staff and to safeguard the property of the company. The union has to blame itself in this respect. Since the period specified for the arbitration for giving the Award had expired, there was no question of extending the time limit. It was for the Government to refer the D.A. and V.D.A. matters to the Tribunal for adjudication. The union itself failed to peruse the matter and has to blame itself.

The management has been paying its workmen wages as per minimum wages notification issued by the Government of India from time to time. The cement Wage Board Award has no relevancy in the case of this company and the cement Wage Board Award are not applicable to it. The management was in fact paying more than the specified

minimum wages. The minimum rate of wages fixed by the Central Government are all inclusive rates including the basic rate, cost of living allowance and the cash value of concessional supply, if any of essential commodities and they also include the wages payable for the weekly days of rest. The management never denied to implement any notified rate of wages under the Minimum Wages Act fixed by the Government of India. The customers of the company do not agree to accept any enhancement of selling price which would be necessary if there was upward revision of wages except when such revision is notified by the Government of India under the Act. Enhancement of wages under Minimum Wages Act applied to all lime stone mine and there would naturally be increase of price of lime stone by every one. Increase in the price of lime resulting from increase in wages by the bipartite agreement with any union will not be accepted by the customers of lime stone from the company and the company will suffer a severe handicap in selling its products due to hard competition in the lime stone market. Despite reduction in the work force the management was paying idle wages to workers for want of demand for limestone and its inability to create new market and due to the loss of market on account of closure of Rohtas Industries Dalmianagar.

The company requires transport vehicles due to long distance involved between the mines of the company and the cement factories but transport vehicles are not easily available. The consumers have to incur additional expenditure on transportation charges which is a disincentive for purchasing lime stone from the Company's mines. The cement factories therefore prefer to bring lime stone from the nearby mines in order to save the expenditure on transportation of lime stone. The comparison of rate of wages of the company with the neighbouring establishment is irrelevant and as such the demand of revision of wages on that basis is not justified.

The overhead expenditure of the company are inclusive of items like medical facilities electricity, postage, telegram charges and legal and travelling expenses etc. which are incurred strictly within the limits of the budget and are not disproportionate to the requirement of the Mining operation of the Company. The production of lime stone depends on demand on hand. It can be increased if the demand for the limestone is raised. In absence of the firm orders, the company cannot even plan any development work involving heavy expenditure. Production of lime stone without demand and keeping it in stock would lead to the locking of the capital of the management and the loss will be aggravated. Without sufficient orders on hand, introduction of dozers and dumper, shovel etc. cannot be justified and this would lead to increase of loss of the company. There is shortage of funds sometimes and there is difficulty in purchasing explosive. The blasting does not suffer for want of explosive as explosives are taken on loan from the neighbouring establishment.

The company has not increased the number of officers since 1986, only replacement have been made when required as per the provision of the Mines Act. The management has been paying additional amount of 20 P. per day per head over and above the minimum rate of wages fixed by the Government of India. Residential accommodation has been provided to the workers who do not belong to the locality. The quarters are regularly repaired and a committee has been formed to recommend the required repairs based on allotment of funds. The company is running a hospital with a qualified doctor giving medical aids to the workers. In addition cases are also referred to outside specialists whenever required. The company's output of lime stone is an industrial raw material and the company does not produce any finished material. The lime stone of the company is sold to the factories which make the processing for manufacture and as such the manufacturers enjoy the benefit of higher margin. The union admits that the workers are getting little more than the minimum rates of wages fixed by the Government and that they should be paid the same wages as cement workers. The union's case is also based on the ground that the management has capacity to pay higher wages to the workmen and that the management is making profits. On the above facts it is submitted by the management that the demand of the union for enhancement of wages of the workers of M/s. Kuchwar Lime Stone Company is not justified.

On item No. 2 of the schedule to the order of reference the case of the management is that the Tribunal has already held by its preliminary order that the domestic enquiry held against the three concerned workmen was fair, proper and in accordance with the principles of natural justice. As regards the concerned workman Ramji Yadav, Watchman the allegation in the chargesheet is that he was sleeping in duty hours from 8 P.M. to 4 A.M. on 4th May, 1986. He was found sleeping on the bench at Bungalow No. 2 at about 2.30 A.M. which was a misconduct under clause 18 of the Standing Orders. The enquiry committee considered the evidence and defence of the concerned workman. After discussing the evidence the enquiry committee gave a clear finding with reasons holding the concerned workman guilty of the charge under clause 18 of the Standing Orders. As the charge was conclusively proved against the concerned workman he was rightly dismissed from service. Sleeping on duty on the part of the concerned workman was fraught with serious risk to the property of the company and seeing the gravity and seriousness of the misconduct, his dismissal was quite justified.

Regarding the concerned workman Ram Brish Singh the case of the management is that this concerned workman was also found sleeping on duty at about 11.30 P.M. while he was on duty from 4 P.M. to 12 mid night of 6th June, 1985. The misconduct against the concerned workman was fully established in the domestic enquiry before the enquiry officer and as such the concerned workman was dismissed from service. Considering the gravity of the misconduct of the concerned workman his dismissal is fully justified.

Regarding Mukhdeo Singh the case of the management is on 16th July, 1986 at about 2 P.M. the concerned workman created a very riotous and chaotic situation in Pit No. 3 in Baruhi mine and abused all the workmen working there for throwing 2 baskets of loss unallotted place. He has also alleged to have bitten Shri Jaiaram Singh, Mazdoor and abused with filthy language Smt. Munwa Devi, Tetri Devi and other workmen. He was also alleged to have obstructed all workmen in discharging their duties in the mines. Due to the said action of the concerned workman the other workman left the mine and the work was stopped. The concerned workman was charged for contravention of Regulation 41(b) of Metalliferous Mines Regulations, 1961. The charges against the concerned workman was fully established before the enquiry officer. The established charges were of a very serious nature warranting proportionate punishment and as such his dismissal was fully justified.

On the above facts it is submitted by the management that the action taken by them in dismissing 3 concerned workmen is fully justified and that they are not entitled to any relief.

The points which arise for consideration in this reference are :—

- (1) Whether the demand of the workmen for enhancement of Wages of the workers of M/s. Kuchwar & Lime & Stone & Co. is justified?
- (2) Whether the dismissal of the concerned workmen Sri Ramji Yadav, Watchman, Sri Ram Brish Singh, Watchman and Sri Mukhdeo Singh with effect from 4/6th July, 1987 is justified?
- (3) To what relief the concerned workmen are entitled?

The workmen examined 4 witnesses and the management examined 3 witnesses to establish their respective case. The documents of the workmen have been marked Ext. W-1 to W-16 and the documents of the management are marked Ext. M-1 to M-25.

POINT NO. 1

The fixation of Wage Structure is always a delicate task as a balance has to be struck between the demand of social justice which requires that the workmen should receive their proper share of the national income which they help to produce with a view to improving their standard of living and the depletion which every increase in wages makes in the profits as this tend to divert capital from industry into other channels, thought to be more profitable. The task is not rendered any the easier because conditions vary from region to region, industry to industry and establishment to establishment. To cope with these differences certain principles on which wages are fixed have been stated from time to time by the Hon'ble Supreme Court and other High

Courts of our country. Broadly speaking the first principle is that there is minimum wage which in any event, must be paid, irrespective of the extent of profits, the financial condition of the establishment or the availability of workmen and on lower wages. This minimum wage is independent of the kind of industry and applies to all alike big or small. It sets the lowest limit below which wages cannot be allowed to sink in all humanity. The second principle is that wages must be fair, i.e. to say sufficiently high to provide standard family with food, shelter, clothing medical care and education of children appropriate to the workmen but not at a rate exceeding his wage earning capacity in the class of establishment to which he belongs. A fair wage is thus related to the earning capacity and the work load. It must however, be realised that "Fair Wage" is not "Living Wage" by which is meant wages which is sufficient to provide not only essential above mentioned but a fair measure of frugal comfort with an ability to provide for old age and evil days. Fair wage lies between the minimum wage, which must be paid in any event, and the living wage, which is the goal. The concept of minimum wages does take in the factor of the prevailing cost of essential commodities whenever such minimum wage is to be fixed. The idea of fixing such wage in the light of cost of living at a particular juncture of time and of neutralising the rising prices of essential commodities by linking up scales of wages with the cost of living index cannot therefore be said to be alien to the concept of the minimum wage. The concept of minimum wages should not lead us to the erroneous assumption that the maintenance wage is a wage which enables the workers to cover his bare physical needs and keep himself just above starvation. That clearly is not intended by the concept of minimum wage. On the other hand since the capacity of employer to pay is treated irrelevant, it is but right that no addition should be made to the components of minimum wage nor the lower level of the fair wage, but the contents of this concept must ensure for the employee not only his sustenance and that of his family but must also preserve his efficient as a worker.

Taking the above principle in view we now proceed examining the case of the parties.

According to the management's case it will appear that the management is under the impression that the workmen are demanding wages according to the wage structure of the Board of Arbitration for the cement Industry. On careful consideration of the case of the workmen it will appear that they are not demanding wages according to the different Award of the Board of Arbitration for cement Industry which admittedly does not cover the case of the workmen working in the Kuchwar Lime Stone Company. It appears that the workmen have taken into account in demanding their wages in 1984 placing their demand at par with the scale of wages fixed by the Award of Board of Arbitration for Cement Industry in 1975. Ext. W-1 dated 11th July, 1984 contains the demand of the union containing their demand for basic scale of wage and other demand. WW-4 Shri P. K. Dubey who is the Vice President of the workmen of Kaimur Range Mazdoor Union, Banjari has stated clearly that the demand of the workmen in the present reference is not based on cement wage board and that their demand for the wages in the scale of Rs. 260-380 has already been paid to the workmen of the cement Industry and thereafter 7 more Arbitration Awards were given and presently the 3rd Arbitration proceeding for increase of wages of the workmen of Cement Industry is proceeding. It will appear from Ext. W-16 which contains the Award of the Board of Arbitration for Cement Industry released on 12th July 1983 that the minimum wages and other wages of the workmen of the Cement Industry is far more than the demand of wages which is being made by the workmen of Kuchwar Lime Stone in this case. Thus it is clear that the claim for the scale of wages demanded by the workmen of Kuchwar Lime Stone is not the same which is being demanded by the workmen of Cement Industry. The workmen have tried to show that the wages of the workmen working in the Lime Stone Mines in the vicinity of Kuchwar Lime Stone is far more than the demand of wages being made by the workmen of Kuchwar Lime Stone. WW-1 Shilwant Sahav is working as Accounts Clerk in Kuchwar Lime Stone Co. and is the Asstt. Secretary of Kaimur Range Mazdoor Union. He has stated that in 1984 their union had raised the demand before the management vide Ext. W-1 and the present reference is in respect of the said demand after failure of conciliation. It will further appear from the evidence that formerly a settlement had been arrived at between the union

and the management in 1981 in respect of their demand and Ext. W-2 is the memorandum of the settlement. It will appear from Ext. W-2 dt. 24-4-81 that although the union demanded the cement arbitration Award to be implemented, the management felt that this establishment was not covered under the said Award and that after prolonged discussion both the management and the union agreed to revise the wage structure as given in it and the said agreement relating to the increase of the wages was to be effective from 16-4-81. WW-1 has further stated that after the expiry of the period of the said settlement the present industrial dispute was raised in 1984. His evidence also shows that in 1986 a settlement was arrived at between his union and the management and the said settlement is marked Ext. W-3. Ext. W-3 will show that the management had accepted some of the demand but it does not contain the settlement of any demand for wages of the workmen. Ext. W-4 is another memorandum of settlement dated 3-5-86 between the management of Kuchwar Lime Stone Co. and the representative of Kaimur Range Mazdoor Union. It will appear from Ext. W-4 that a demand dated 11-7-84 Ext. W-1 was being considered and it was settled that the demand as mentioned in Annexure A in Item No. I and II (A.B.C.) regarding wage Revision Etc. which was referred for arbitration of Shri. T. C. Garg, ALC(C) Patna was to decide the same within 3 months from the 3-5-86. Ext. W-5 is the notification of the Govt. of India, Ministry of Labour dated 9-10-86 by which the dispute regarding wage revision as mentioned in Ext. W-4 was referred to the Arbitration of T. C. Garg. Admittedly, Shri Garg did not arbitrate the matter as the period of 3 months passed. It will thus appear that the management had in the past fixed the wages of the workmen and it cannot be said that the workmen are not entitled to claim rise of wages in view of the fact that the management is paying the minimum wages as prescribed by the Govt. of India. It is also admitted by the management that they are paying a bit more than the minimum wages fixed by the Govt. of India and hence it cannot be said that the management is paying only the minimum wages which has been fixed by the Govt. of India. I hold therefore that the claim of the workmen for revision of their pay scales is not unjustified in as much as the last settlement fixing their wages was made in the year 1981 and since then the wages in all the industries has gradually increased due to the galloping price rise of the commodities and other bare necessities due to which the workmen of the whole community are suffering. In the circumstances unless there is a wage rise of the workmen of Kuchwar Lime Stone it will be difficult to meet even their bare necessities and the necessities of their family. The workmen have tried to show in their evidence that there are other lime stone quarries in the vicinity of Kuchwar Lime Stone working under the same condition but paying more wages to their workmen and as such they have tried to draw an inference that the demand of the workmen for the wages in the minimum scale of Rs. 260-380 is fully justified. WW-4 has stated that demands of the workmen for the wages from Rs. 260-380 has already been paid to the workmen of cement industry and thereafter 2 more arbitration Awards were given by which the wage of the workmen of Cement Industry has been increased twice up to the year 1983 and 3rd Arbitration proceeding for revision of the wage scale of the workmen of Cement Industry is in progress. WW-2 has stated that they have demanded the minimum scale of wages @ Rs. 260-380 per month and the said minimum wage was paid to the workmen of Cement Industry since 1975. It will thus appear that the demand of the workmen of Kuchwar Limestone is at par with the minimum wages of Rs. 260-380 which the workmen of Cement Industry had already received in 1975. WW-4 has stated that the wages of PPCL workmen has also been twice fixed from 1980 to 1988 and the third is pending. He has stated in his cross-examination that the skilled, unskilled and semi-skilled workmen of Kuchwar Lime Stone Co. are getting wages 15P. to 30P per day more than the minimum wages and D.A. and V.D.A. is not included in the minimum wages. He has stated that there are many Lime Stone mines in Bihar out of which most of them are the captive mines of Cement Industries. He has denied that all the Lime Stone Mine other than captive Mine pay minimum wages to the workmen. It is stated in the W. S. of the workmen that Kuchwar Lime Stone Co. is supplying its Lime Stone to the different cement factories in Bihar, namely, Kalyanpur Lime and Cement Works Banjari, Shree Shakti Cement, Hazaribagh and Sindi Cement Factory and other Lime Stone kilns in Bihar and Bengal. WW-1 has sup-

ported the said statement in the WS by showing that the management of Kuchwar Lime Stone is mining Lime Stone for the manufacture of Lime and Cement and the management supplies its lime stone to Banjari cement factory, Sindi Cement factory, Khallari cement factory and Shree Shakti Cement and Durga Cement. He has stated that the Company's Lime is also taken by the company's manufacturing lime. According to him the mining is done in 4 Section namely Banjari, Bharuhi, lower Murli Hill and Hathni-Utni. He has stated that Banjari cement factory is at a distance of about 1 K. M. from the Lime Stone quarry of Banjari section of Kuchwar Lime stone. He has stated that Banjari cement factory, has its own captive mine which is adjacent to the Banjari section of Kuchwar Lime Stone company and that the lease area of Kuchwar Lime Stone Company is bigger than the lease area of Banjari cement factory, captive Mine. He has also stated that there are other lime stone quarries at Baulia Quarry of Japla Cement factory and P. M. T. Company. He has stated that in Banjari Lime Stone Quarries the minimum wages paid to the workmen is Rs. 1094 per month and that it includes Rs. 520 as basic pay, Rs. 180 as fixed D.A., Rs. 344 as V.D.A. and 50 as H. R. per month. He has further stated that at Amjhore there are Pyrites Mines which is in the neighbouring of Kuchwar Lime Stone Banari and the wages of the workmen at Amjhore Pyrites Mine is Rs. 921.80 P. including Rs. 500 as basic Rs. 200 as fixed D.A., Rs. 1051.80 as V.D.A. and Rs. 50 as H.R.A. which is the minimum wage paid to a workman at that place. He has compared the wages of Kuchwar Lime Stone and has stated that a Mazdoor in their mine is paid @ Rs. 12/45 P. per day and they do not get D.A., V.D.A. and H.R.A. Although WW-1 is working as Accounts Clerk he is getting Rs. 573 per month and he does not get any other allowance. WW-1 has stated in the last line of page 4 of his deposition that the nature of work of the workmen of his lime stone mine and the workmen of Lime stone mine of Kalyanpur Lime Stone is of similar nature and the nature of work of the Pyrites mines at Amjhore are different from their mine. Thus it will not be worthwhile to compare the case of the workmen of Kuchwar Limestone with the wages and nature of work of the workmen of the Pyrites Mines of Amjhore and we may ignore the pay scale of Amjhore Pyrites Mines. However, the wage structure of Kalyanpur Lime Stone Mine may be considered for coming to the conclusion regarding the wage structure of the workmen of Kuchwar Lime Stone Co. WW-2 is working as a driller in Kuchwar Lime Stone Co. since 1980. He has stated that drillers are paid wages for making holes @ Rs. 15.65P. per day and they do not get D.A. and V.D.A. He has stated that in Kalyanpur Lime Stone driller does 20 holes in a day for which the driller of Kalyanpur is paid @ Rs. 50 per day. He has stated that the 20 holes are done by drillers of Kuchwar Lime Stone also in 8 hours of his work. He has stated that there is no difference in the work of driller in Kuchwar Lime Stone Company and Kalyanpur Limestone Company. WW-3 has stated that there is no work load fixed by the Govt. of India in respect of the minimum wages fixed by the Govt. He has stated that the work load in Kuchwar Lime Stone Co. has been fixed @ Rs. 15 for a group of 6 workmen and for this reason the wages paid to the workmen of Kuchwar Lime Stone Co. is more than the minimum wages fixed by the Government. Thus it has come from his evidence the reason as to why the workmen of Kuchwar Lime Stone are being paid more wages than the minimum wages fixed by the Govt. of India. The said condition still continue and as such the workmen of Kuchwar Lime Stone are entitled to more wages than the minimum wages fixed by the Government under the minimum wages Act. The comparison of the working condition of the neighbouring Kalyanpur Lime Stone with the working condition of the workmen of Kuchwar Lime Stone are similar except the fact that Kalyanpur Lime Stone Co. is a captive mine of Kalyanpur Cement Factories whereas the lime stone mine of Kuchwar Lime Stone is not a captive mine of any cement factory. The fact that Kalyanpur Lime Stone Co. is a captive mine of Kalyanpur Cement factory makes no difference in the working condition and the efforts which the workmen of Kuchwar Lime Stone Co. have to make in procuring the lime stone from the mine. There may be some difference in the capacity of payment of wages in respect of the workmen of the captive mine of Kalyanpur Lime Stone Co. as the Kalyanpur Cement Company is earning more but that will not mean that the workmen of Kuchwar Lime Stone Company will not be entitled for even 1/2 of the wages as is being paid to the workmen of

Lime stone quarries of Kalyanpur cement Company. I hold therefore that the workmen have shown the desirability of revision and rise of their wages.

The case of the management is that it has not the capacity to pay higher wages to the workmen of Kuchwar Lime Stone Company in as much as their profit has gradually depreciated and the company is running in loss. In order to establish that the management is running in loss, they have filed some statement regarding year-wise despatches of Lime Stones (Ext. M-1) statement showing the year-wise quantity of Lime Stone sold and value of bills (Ext. M-1|1) details of profit and loss account of the year 84-85 to year 1987-88, and trial balance and review for those years Ext. M-2. According to the workmen all these exhibits are manipulated documents for the purpose of this case and that unless the original of those Exts. or the photo copies of the originals are filed, the exhibits filed by the management should not be relied upon. It will appear that according to the management Ext. M-2 is true copy. No reason has been assigned as to why the original of these documents have not been produced in the case. The management has not filed even the balance sheet of the company which is audited and prepared after the close of each financial year. Even the original of the books of statements from which Ext. M-1 and M-1|1 have been prepared has not been produced and there is no explanation as to why the original documents have not been produced to show the authenticity of the statements exhibited in this case. In the above view of the matter it appears that the management has not filed the authentic document regarding their yearwise despatches, year-wise quantities of lime stone sold and value of bills, the profit and loss account and the trial balance of revenue. It was very vital for the management to file authentic document to show about their production, profit and loss from the lime stone mines. In the absence of authentic documents it is difficult to come to any conclusion regarding the assertion of the management of their low production of lime stone and their loss in profit from the lime stone mine. However it is admitted in evidence by the witness examined on behalf of the workmen that after 1984 Rohtas Industries was closed and since then no lime stone was despatched to Rohtas Industries for manufacture of cement. According to the management Rohtas Industries was the largest consumer of lime stone from Kuchwar Lime Stone Company and since Rohtas Industries had closed in 1984 the management was not despatching lime stone to Rohtas Industries and income of the management has fallen to a great extent causing loss to the company every year. It is thus clear that the despatch of lime stone from Kuchwar Lime Stone Company has reduced after 1984 and income of the management has come down.

The case of the management is that there is hard competition in the supply of lime stone and the management has to despatch lime stone to distant cement factories at Sindri and Khilari for which the transportation cost for despatch of the lime stone from the company to those cement industries has greatly increased. It is further stated that there are other lime stone mines nearer to the cement industries from which those cement industries obtain their requirement thus reducing their transportation bill and the management of Kuchwar Lime Stone is put to a great disadvantage and has to amake distress sale of lime stone to keep the working of the mine so that the mine may not be completely closed. WW-1 has stated that the rate of sale of Grade-A quality of lime stone is Rs. 105 per M.T. but he could not say about the rate of sale of Grade-B and C quality of lime stone. MW-2 has stated that the selling rate of A Grade lime stone was fixed at 116 per M.T. of B Grade @ Rs. 101 per M.T. and of C Grade @ Rs. 96 per M.T. He has further stated that the management Grade-C lime stone @Rs. 88 per M.T. but the purchaser of bulk lime stone did not accept the said rate they are forced to sale @ Rs. 76/- 50 P. per M.T. According to him the cost of lime stone has been calculated @ Rs. 118 per M.T. No document has been produced to show that the management is selling its lime stone of C Grade @ Rs. 88 or less per M.T. in order to run the Lime Stone mine. If the management was selling the lime stone at a price lower than the prevailing rate of lime stone in the market, the management could have filed those documents by which they had supplied their lime stone to the cement industries at the distress rate being claimed by them. The management has been trying to suppress the authentic document in order to show that their profits have dwindled

and that they are running in loss. However, it has come in the evidence of workmen that since the closure of Rohtas Industries the despatches of lime stone from Kuchwar Lime Stone Company was stopped and this must have reduced the income of the management. WW-1 and other workmen witness have denied that the company is not in a position to pay the claim of the union. According to the management, it is in a position to pay more wages to the concerned workmen but the management has manufactured false document to establish that the management is not in a position to pay increased wages to the workmen and that the management is running at a loss. In view of the fact that the management did not file any authentic document regarding their production, loss and profit, there is much force in the submission made on behalf of the workmen that the management is in a position to pay higher wages to them.

In view of the discussions made above I hold that the demand of the workmen for enhancement of wages of the workers of M/s. Kuchwar Lime Stone Company appears to be justified.

POINT NO. 2

Item No 2 of the order of reference relates to the Justification of the order of dismissal of 3 concerned workmen S/Shri Ramjee Yadav, Watchman, Shri Rambrish Singh, Watchman and Shri Mukhdeo Singh, labourer. In deciding the preliminary issue earlier on 8-12-89, it was held that the domestic enquiry held against the 3 concerned workmen were fair, proper and in accordance with the principles of natural justice. Now we have to deal with the merit of the case and in this connection we have to see whether there were materials to establish the charges against the 3 concerned workmen. I will deal with the case of each of the concerned workman separately.

The case of Shri Ramjee Yadav, Watchman is taken up first for discussion. Ext. M-8 is the chargesheet dated 5-6-86 drawn against the concerned workman Ramjee Yadav. The allegation is that on 2-6-86 at about 3.30 A.M. the concerned workman was found sleeping on the bench at Bunglow No. 2 by the Agent which constitutes a misconduct under S.O. 18 of the Certified Standing Order of the company. Ext. M-9 is the reply of the concerned workman to the charge sheet Ext. M-5. It is admitted in the said reply of the concerned workman that he was on duty in the night of 2-6-84 from 8 P.M. to 4 A.M. in the bunglow of the management. He has also admitted that at about 4 A.M. the Agent of the company came near him. He has not admitted that he was sleeping on duty. It will appear from the enquiry proceeding Ext. M-23 that 2 witnesses were examined before the enquiry committee consisting of Shri S. K. Sinha, Asstt. Manager and Shri S. P. Verma, Administrative Officer, Central Office, Patna. The concerned workman had also given his statement before the enquiry committee and had admitted to have carried one of the benches from Bunglow No. 1 to Bunglow No. 2. MW-1 Harnath Singh has stated that on 2-6-86 at about 3 A.M. Bose Sahib (Agent) came to gate No. 2 showing that the 2 watchmen are sleeping. The witness also told that on hearing the sound of Bose Sahib he saw the concerned workman Ramji Vadav, rising from the bench. MW-2 also supported the fact he had seen the concerned workman sleeping when Bose Sahib had come. Witness No 2 Parmeswar Nath clearly stated in his evidence that he had seen Shri Bose arousing the concerned workman from sleep. The concerned workman did not examine any witness in support of his case. There is no reason revealed in the cross-examination of the 2 management's witness to show that they had any ill will or grudge against the concerned workman and as such there is no reason to disbelieve their evidence. In the above view of the matter I feel inclined to agree with the finding of the enquiry committee made in Ext. M-11 dated 19-2-87. I hold therefore that the charge against the concerned workman Ramjee Yadav that he was sleeping on duty has been established in the domestic enquiry.

Now we take up the case of Rambrish Singh. Ext. M-13 dated 9-6-86 is the charge sheet against the concerned workman Shri Rambrish Singh. The allegation against the concerned workman in the charge sheet Ext. M-13 is that while he was on duty from 4 P.M. to 12 midnight on 6-6-86 he was found sleeping on the culture stage near Banjarl Magazdine

at about 11.30 P.M. and he was also charged for misconduct vide S.O. 18 of the Standing Order of the company. Ext. M-14 dated 10-6-86 is the reply of the concerned workman to the charge sheet Ext. M-30. It will appear from the reply of the concerned workman that he was on duty on 6-6-86 on the magazine from 4 P.M. to 12 mid night. He has further stated that something had pricked in his leg which started giving him pain from 10 P.M. and after the pain subsided he got sleep and at that time the Security Inspector Shri V. K. Pathak came for inspection. The management examined Shri V. K. Pathak and Shri. Kundan Mishra in support of the management's case. The concerned workman also gave his statement before the enquiry officer but did not examine any witness in his defence. It will appear from the enquiry proceeding Ext. M-25 that MW-1 Shri V. K. Pathak stated that in the night of 6-6-86 at about 11.30 P.M. he found the concerned workman Ram Brich Singh, Watchman sleeping on the culture stage near the magazine during his duty hours. He has stated that at that time he was accompanied by the Asstt. Security Inspector MW-2 Shri Kundan Mishra and a Mazdoor Vikhan Singh. The concerned workman did not cross-examine MW-1. MW-2 Shri Kundan Mishra has also supported the evidence of MW-1. In the cross-examination of MW-2 the concerned workman stated that he may be excused for his misconduct and he would not repeat the same in future, and thereafter he did not further cross-examine this witness. It appears that the concerned workman was actually accepting the charge of his sleeping on duty and as such he did not cross-examine the management's witness. The evidence of the 2MWs clearly shows that the concerned workman was sleeping during his duty hours and the said fact finds corroboration in the acceptance of the said fact by the concerned workman himself. In the above view of the matter I hold that the charge against the concerned workman Ram Brich Singh has been fully established and I do not find any reason to differ with the finding arrived at by the enquiry officer in Ext. M-16.

Now remains the case of the concerned workman Shri Mukhdoo Singh. The allegation against the concerned workman Mukhdoo Singh is contained in Ext. M-18 dated 1-7-86. It is alleged in the said chargesheet Ext. M-18 that on 16-7-86 at about 2 P.M. the concerned workman created a riotous and chaotic situation in Pit No. 5 hill Jarum Mine and abused all workmen working there for throwing of 2 baskets of loose at unallotted place. He is also alleged to have beaten Jairam Singh Mazdoor very badly and abused in filthy language, Smt. Munwa Devi, Tetri Devi and other workmen. He is also alleged to have obstructed all workmen in discharging their duties in the mine, and that on being prevented by the concerned workman all the workmen left the mine. The concerned workman was therefore charged under S.O. (VIII), S.O. 18(XII) and S.O. 18(XVI). Ext. M-19 dated 19-7-86 is the reply of the concerned workman to the chargesheet Ext. M-18. In his reply the concerned workman has stated in Ext. M-19 that on 16-7-86 he was on duty and he had engaged 3 labourers for removing the loose and he had also pointed out to them the place where the loose was to be thrown. He has stated that at about 11.30 A.M. he went to latrine and on his return at about 12 mid day the labourers had gone away. He found that about 100 baskets of loose were thrown in a plot different from the place pointed out by him. He has stated that when at 2 P.M. the labourers came he enquired as to who had thrown the loose at different place but the labourers did not name the persons who had thrown the loose at a place other than the place pointed out by the concerned workman. Thereafter he told the labourers who were deputed for throwing the loose that they will not be given any other work unless they remove the loose at the proper place and then Mukhlal Ram went away along with all the labourers to the office. He has denied to have assaulted any person or to have abused any one.

The management examined Jairam, Munwa Devi, Tetri Bhuini, Kameswar Chouhan, Ramchandra Jha, Rambachan Ram and Mukhlal Ram. The concerned workman did not cross-examine any of the above management's witness. The first witness Jairam is the person who is said to have been assaulted by the concerned workman. He has stated that he had thrown one basket of loose at a distance of about 2 feet from the place where the loose was to be thrown. He has stated that at about 12 Noon he got leave and thereafter came at 2 P.M. He has stated that the concerned workman

Mukhdoo Singh asked as to who has thrown the loose at the unwanted place and started abusing. The concerned workman again asked as to who had thrown the loose and thereafter this witness Jairam who was standing by the side of the concerned workman was given 2 to 4 slaps by the concerned workman and the concerned workman further started abusing the labourers. MW-2 Munwa Devi has stated that when the concerned workman asked as to who had thrown the loose and then Jairam told him that he had thrown 2 baskets of loose whereupon the concerned workman gave 2 or 4 slaps to Jairam and stopped the work and started abusing the labourers. The evidence of Tetri Bhuini, Kameswar Chouhan, Ramchandra Jha, Rambachan Ram and Mukhlal Ram also is to the same effect, the concerned workman did not put any suggestion to them as to why they are deposing against him. The concerned workman in his statement before the Enquiry Officer stated that he had not abused but he had given one slap on being questioned by the enquiry officer about the reason as to why he had assaulted Jairam, the concerned workman told him that he had found loose thrown at the unwanted place and when he asked as to who has thrown the loose at that place at first nobody replied but lastly Jairam admitted to have thrown the loose and thereafter he gave one slap to Jairam and on this all the workmen left the work and went to the office. It will thus appear from the evidence of the management's witness that the concerned workman had slapped Jairam and had also abused the labourers as they were not pointing out the name of the person who had thrown these loose at a place different from the place pointed out by him. It will further appear that the concerned workman had not slapped Jairam without reason. It appears clear that Jairam had thrown the loose at a place not meant for throwing the loose and as none of the workmen were earlier pointing out the name of the person who had thrown the loose, it appears that the concerned workman out of anger slapped the concerned workman. It will also appear that the concerned workman had abused as none of the workmen working there were disclosing the fact as to who had thrown the loose at the place not meant for throwing the loose. The concerned workman perhaps in his anxiety to see that the work was properly done by the workers had exceeded his duty and assaulted Jairam and abused the workmen. However it is established that the charges against the concerned workman have been established by the evidence of the witness and part admission of the charge by the concerned workman himself.

All the three concerned workmen have been dismissed from service for the allegation stated in their chargesheets. So far the concerned workman Ram Brich Singh is concerned he accepted his guilt that he was sleeping on duty but he also stated in his explanation to the chargesheet which was given at the first occasion when he could disclose his defence that he was getting pain due to pricking of some material in his leg and therefore he had slept on the bench. The guilt is no doubt established. He has also given some reason as to why he was sleeping which has not been specifically denied in the evidence of the management witness. Moreover no papers regarding his past behaviour and duty were considered while passing the order of dismissal against him. In my opinion the punishment of dismissal for sleeping on duty is not such a grave offence that the concerned workman should have been given the extreme penalty of dismissal from service. Taking the all aspects into consideration, I hold that the ends of justice will be fulfilled if the concerned workman Ram Brich Singh is allowed to join his duty but as the allegation against him that he as a Watchman was sleeping on duty has been established, I hold that the concerned workman will be sufficiently punished if no back wages are paid to him.

So far the concerned workman Ramjee Yadav is concerned, he was also sleeping on duty I am of the opinion that the extreme penalty of dismissal from service for sleeping on duty is not called for as the same is not commensurate with the established charge against him.

I may mention here that the order of dismissal Ext. M-12 shows that the management had considered his past service records which are not clean but the said records have not been produced before me so that I could come to the same conclusion as arrived by the management in the order of dismissal.

The concerned workman Mukhdeo Singh has also been dismissed for the allegations in the chargesheet against him. I have already mentioned the circumstances under which this concerned workman had abused the labourers and assaulted Jairam. It is no doubt established that the concerned workman had slapped Jairam and had also abused the labourers but it has to be observed that behind all these acts of the concerned workman there was no lack of sincerity on the part of the concerned workman in respect of the work of the management and out of his zeal he had slapped Jairam and abused the labourers as they had not pointed out the name of the person who had thrown the loose at a place not meant for throwing the loose. In this view of the matter I hold that the punishment of dismissal against the concerned workman Mukhdeo Singh also is excessive and the ends of justice will be met if he is allowed to join his duties but as he had slapped Jairam and had abused the labourers he will not be paid the back wages from the date of his dismissal from service.

I would like to discuss one of the defence of the workmen which I ought to have discussed earlier. It has been submitted on behalf of the workmen that as there was no compliance of the provision of Section 25F of the I.D. Act at the time of the dismissal of the 3 concerned workmen, the order of dismissal of the concerned workmen passed by the management cannot be sustained. The said submission made on behalf of the workmen, I think, is not available to the workmen. The dismissal of the concerned workmen is not a 'retrenchment' as defined under Section 2(oo) of the I.D. Act. Section 2(oo) provides that 'Retrenchment' means the termination by the employer of the services of the workmen for any reason whatsoever otherwise than as a punishment inflicted by way of disciplinary action. In the present case the management had chargesheeted the three concerned workmen and held domestic enquiry in which the charges against them were established and thereafter the three concerned workmen were dismissed from service. As the concerned workmen were dismissed after holding a disciplinary proceeding for misconduct, the said dismissal is not retrenchment and as such section 25F of the I.D. Act which deals with conditions precedent to retrenchment of workmen is not applicable in this case. The submission of the workmen therefore on this ground cannot be sustained.

POINT NO. 3

The demand of the workmen of Kuchwar Lime Stone Company regarding their wages is contained in Ext. W-1 dated 11-7-84. Ext. W-2 dated 24-4-81 is a settlement by which the wages of the workmen of Kuchwar Lime Stone were settled between the management and the workmen. Thereafter by Ext. W-6/1 dated 7-8-82 another settlement was arrived at between the management and the workmen of this reference by which they agreed to revise the monthly paid staff and piece rated workers as per revised wages according to the enclosed annexure A from 1-4-1982. On perusal of the Annexure A of Ext. W-6/1 it will appear that the wages of unskilled, semi skilled and skilled workers was revised. I have already discussed while discussing Point No. 1 the desirability of raising the wages of the workmen of Kuchwar Lime Stone Company. I have also discussed in that connection the management's capacity to pay enhanced wages because of the high rise in the prices of commodities which has necessitated the demand for rise of the wages of the workmen of Kuchwar Lime Stone Company. Taking the high rise of price and the capacity of the management to pay the wages I think the minimum wages of the workmen must be raised atleast 15 per cent more than the increased monthly salary of the workmen as given to them vide the revised wages in the settlement Ext. W-6/1 dated 7-8-82. The management must raise the wages of the workmen @ 15 per cent over the increased monthly wages and the increased daily wages as settled vide Ext. W-6/1. This is in respect of the rise in the basic wages of the concerned workmen.

The workmen have also demanded fixed D.A. of Rs. 169 per month. Wages as defined in Section 2(rr) of the I. D. Act means all remuneration capable of being expressed in terms of money and includes D.A. The small rise of 15 per cent in the Wages of the workmen on the wages drawn by them vide Ext. W-6/1, in my opinion is not enough to meet the bare necessities of the workmen and their family and as such I think a fixed D.A. of Rs. 100 per month to each of the workman will for the time suffice the bare needs of the workmen.

It has come in the Newspapers that the Government of Bihar has already opened the cement factories of the Rohtas Industries and we may hope that the said Cement Factory may start working soon. The Kuchwar Lime Stone Company was supplying its major production of lime stone to Rohtas Cement Factory and by the opening of the said factory the Kuchwar Lime Stone Company would again start despatching lime stone and their production of Lime Stone will have to be increased. Thereafter it is expected that the management will have sufficient income not only to pay the wages and D.A. but the management may also think of paying V.D.A. to the workmen of their Lime Stone Mines. For the present the claim for V.D.A. is not allowed as I do not think that the management has that capacity to pay presently.

In the result, I hold that the demand of the Kaimur Range Mazdoor Union for enhancement of wages of the workmen of M/s. Kuchwar Lime Stone Company, Banjari is justified. The management is directed to enhance the rate of wages @ 15 per cent on the wages which the concerned workmen are already getting vide Ext. W-6/1. The management is also directed to pay D.A. to the workmen @ Rs. 100 per month. The said enhancement will come into effect from 10-6-87 when the present industrial dispute was raised before the ALC (C), Patna.

So far the Item No. 2 of the Schedule to the order of reference is concerned I hold that although the charges against the three concerned workmen have been established the management of M/s. Kuchwar Lime Stone Company was not justified in dismissing them from service. The management is directed to reinstate the three concerned workmen within one month from the date of publication of the Award. However the concerned workmen will not be entitled to any back wages but they will be allowed the continuity of their services.

This is my Award.

I. N. SINHA, Presiding Officer
[No. L-29011/52/87-D.III(B)]

का. भा. 2516.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैलाडिला आयरन ओर प्रोजेक्ट डिपॉजिट सं. 14 किरन्दूल के प्रबन्धतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक प्रधिकरण, जलसपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-9-90 को प्राप्त हुआ था।

S.O. 2516.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal, Jabalpur as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Bailadila Iron Ore Project, Deposit No. 14, Kirandul and their workmen, which was received by the Central Government on 6-9-1990.

ANNEXURE

BEFORE SHRI V. N. SHUKLA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JABALPUR (M.P.)

Case No. CGIT/LC(R)(81)/1986

PARTIES :

Employers in relation to the management of Bailadila Iron Ore Project, Deposit No. 14, Kirandul, District Bastar (M.P.) and their workman, Shri T. Stancilas, Mazdoor, represented through the Bhartiya Khadan Shramik Sangh (BMS), C-15, Behind Post Office, P.O. Kirandul, District Bastar (M.P.)

APPEARANCES :

For Workman.—Shri S. K. Rao, Advocate.

For Management.—Shri P. S. Nair, Advocate.

INDUSTRY : Iron Ore Mining DISTRICT : Bastar (M.P.)

AWARD

Dated : 29-8-1990

By Notification No. L-26024/1/83-D.III(B) dated 1st October, 1986 the Central Government, Ministry of Labour, referred the following dispute to this Tribunal, for adjudication :—

Whether the action of the management of Bailadila Iron Ore Project Deposit No. 14 in terminating the services of Shri T. Stancilas, Mazdoor, with effect from 9-9-1969 without complying with the provisions of I.D. Act and Rules is justified? If not, to what relief is the workman entitled to, and from what date?"

2. Undisputed facts of the case are that the workman was engaged in Deposit No. 14 of Bailadila Iron Ore Project, Kirandul. It is also not disputed that he worked from 2-12-1968 to 8-9-1969. It is also not disputed that his services were terminated with effect from 9-9-1969 without any notice or retrenchment compensation. It is also not disputed that the workman raised an industrial dispute before the A.L.C.(C) Raipur on 6-9-1971 against the order of the alleged wrongful retrenchment. It is also not disputed that the management had called the workman for interview for the post of Bearer vide letter No. PO/Rectt/523/73 dated 23-4-1976. It is also not challenged that when the workman was not taken in service after the said interview he again raised an industrial dispute. It is also not disputed that the workman was appointed vide order dated 7-4-1977. He joined the duties on the same date and continued upto 11-10-77 when his services were again terminated. It is also not disputed that the workman was last offered the job of casual mazdoor by the management.

3. The case of the workman in brief is that he was engaged on muster roll against the permanent nature of work i.e. on the post of helper in Deposit No. 14, Bailadila Iron Ore Project, Kirandul, by the General Manager, Bailadila Iron Ore Project on 2-12-1968. He joined on the same date and continued upto 8-9-1969. He was suddenly retrenched on 9-9-1969 without assigning any reason in violation of the provisions of Sec. 25F of the I.D. Act. He had worked for more than 240 days and thus shall be deemed to be permanent. After his retrenchment various persons were employed in violation of Sec. 25H of the I.D. Act.

4. The workman raised an industrial dispute before the A.L.C.(C) Raipur on 6-9-1971 against the wrongful retrenchment. In the conciliation proceedings the management's representative agreed to provide employment in future to the workman as also other discharged workmen. The management published a Circular dated 22-2-1972 for the post of Helper/Maintenance Assistant and the workman along with two others applied for the same, but they were not called for employment. Employment was refused to them. The workman served a hunger strike notice. Further conciliation proceedings were held on 3-8-1972 at Raipur in which the A.L.C.(C) Raipur directed the management of Bailadila Iron Ore Project, Deposit No. 14, Kirandul to consider the matter in the light of the commitment dated 24-11-1971 and provide employment to the workman and others as early as possible. Despite the aforesaid instructions of the A.L.C.(C) Raipur the management failed to provide employment to the workman concerned. The industrial dispute was again raised before the Chief Labour Commissioner, Government of India, New Delhi. The workman approached him in New Delhi on 29-9-1972, discussions were held and the management agreed to look into the case of the workman concerned. On 26-3-1973 the management called the workman's representative and on mutual discussions promised him to provide employment to these retrenched workmen. It was also assured that the workman and other retrenched workers will be recruited by the management as per job descriptions mentioned in the settlement of 30th October, 1971.

5. Despite favourable commitment as stated above, the management failed to provide any employment to the workman concerned and the other workers as well. Notice of indefinite hunger strike was given for non-fulfilment of the commitment made by the management. The matter was again taken up and the workman was called for interview for the post of Bearer, but it was a call merely to befool the workman as well as other labourers.

6. The workman again raised an industrial dispute for fulfilment of the commitment on 17-8-1976 before the Regional Labour Commissioner(C) Jabalpur. During the conciliation proceedings on 28-10-1976 the management's representative agreed before the Regional Labour Commissioner (Central) Jabalpur that the workman will be appointed on casual labour and after completion of six months he will be regularised on regular post. In pursuance of the assurance dated 28-10-1976 the management issued an appointment letter to the workman appointing him as casual labour for the work related to ANTI-LARBA-WORK at Kirandul on 7-4-1977. In pursuance of the said appointment letter the workman worked from 7-4-1977 to 11-10-1977 continuously for more than six months but his services were again terminated without giving any notice and without any reason in utter disregard to the conciliation commitments. However, other co-worker, Shri Krishna Kutty, had been provided a regular appointment by intervention of Regional Labour Commissioner (Central), but the management refused to consider the case of this workman despite his repeated assurances. The workman again raised an industrial dispute, conciliation proceedings held on 9-2-1983. The failure report was given by the A.L.C.(C) Raipur. The matter was thereafter referred to this

Tribunal by the Central Government. The management has recruited the junior persons and thereby violated the principle of Sec. 25H of the I.D. Act also. He was dealt with by the management with unfair labour practice and employed him on temporary basis for years with the object of depriving him the status of permanent worker. The workman is therefore, entitled to reinstatement.

7. According to the management, the workman was appointed as casual employee as and when required. It was an employment of casual nature without giving any right to the employee for any regular employment. He continued to get casual employment as and when necessary. His employment was purely on daily rated basis. There is no continuity of employment. He has not completed 240 days nor one year service.

8. Subsequently, when the recruitments were made workman was also given an opportunity. He did not have necessary qualifications and therefore he could not be selected. The lowest post is that of Khallasi and the qualification is Higher Secondary Pass for holder of any trade with experience. The workman had educational qualification of Middle Class. There was no termination of service. As per Settlement dated 24-11-1971 during conciliation proceedings the management agreed to give preference to the workman in future employment provided the workman gets registered with the local employment Exchange and the dispute was withdrawn. Thus no dispute survives. The workman did not get himself registered in the Employment Exchange and therefore he was not sponsored by the Employment Exchange. No case has been made out by the workman for employment. In any case, preference is required to be given to the local people for employment in labour cadre. Management cannot go away from this decision. The workman is not a local person. Reference is highly belated and the management will be put to great hardship in giving employment to the workman if a case is made out. The workman is gainfully employed and is not entitled to any relief.

9. In the rejoinder filed by the management, the management reiterated the same facts. It denied that the worker was engaged on muster roll against permanent post of Helper as alleged by the workman. No comment was made so far as the averments made in regard to various conciliation proceedings. As per discussions held on 26-4-73 the management's representative informed that the workman was given ample opportunity to appear before the Selection Committee for the post of Maintenance Assistant and Khallasi but as he was not fulfilling the requisite qualifications the Selection Committee did not recommend him for appointment. He was engaged as casual labour @ Rs. 4.17 P. per day vide letter No. PO(Rectt)/405/77 dated 7-4-1977 and he worked intermittently on Anti-Malaria work vide aforesaid letter and he was engaged purely on casual basis. No commitment was ever made by the management that the workman will be appointed on regular cadre. Management did not enter into any agreement before the conciliation authorities that the workman

will be provided employment. No junior to the applicant workman was recruited by the management. There is no violation of any of the provisions of law.

10. The reference was the Issue in this case.

11. No evidence was led by either party nor any document filed or proved though as per the statement of claim filed by the parties it appears that various enclosures have been filed but nothing is on record of this Court.

12. This Court therefore had to decide this case on the basis of undisputed facts. The workman has not rightly failed to prove that he was engaged on muster rolls against the permanent nature of work i.e. on the post of Helper. I have therefore no option but to hold that the workman was employed as a casual mazdoor with the management. Having not denied that the workman concerned worked from 2-12-1968 to 8-9-1969, this fact remains undisputed.

13. Management on its part also failed to show that the workman has not worked for 240 days in the preceding year from the date of termination of his service. That being so and relying on various judgments of the Hon'ble Supreme Court *State Bank of India Vs. Shri N. Sundara Money* (1976 (3) SCR 160) and latest judgment of the Supreme Court dated 4th May 1990 in Civil Appeal Nos. 3241-48/81, (*The Punjab Land Development Reclamation Corporation Ltd. Chandigarh Vs. The Presiding Officer, Labour Court, Chandigarh*); Civil Appeal No. 10828 of 1983 (*The Management of Rungta Colliery Vs. Keshardeo Rungta & An.*) and a number of other Civil Appeals, I have no option but to hold that the workman was in continuous service without any break for a period from 2-12-1968 to 8-9-1969 which comes to 281 days. Thus the workman had completed 240 days of continuous service as per provisions of Sec. 25B of the I.D. Act and he having been retrenched in violation of the provisions of Sec. 25F his termination is void ab initio and the workman concerned is deemed to be in continuous service from 9-9-1969 onwards.

13A. It is true that the matter was sufficiently belated but at the same time the workman was fighting throughout and got employment for some period also. But that period of employment does not make any difference so far as this reference is concerned hence it cannot be said that the matter was delayed and/or is belated on account of any fault on the part of the workman concerned.

14. It is true that the workman was offered job from time to time and in this regard proceedings of this Court dated 1-2-1990 are noteworthy.

15. In this view of the matter, I hold that the retrenchment of the workman with effect from 9th September 1969 is void ab initio. (See the *Punjab Land Development Reclamation Corporation Ltd.* (supra) and *State Bank of India Vs. Sundara Money* (supra). But in the particular circumstances of this

case, I would not award all the back wages. I accordingly hold as follows :—

- (a) The action of the management of Bailadila Iron Ore Project Deposit No. 14, Kirandul, in terminating the services of Shri T. Stanislas, Mazdoor, with effect from 9-9-1969 without complying with the provisions of the I.D. Act and Rules is not justified and is void ab initio.
- (b) The workman concerned is deemed to be in continuous service with effect from 9th September, 1969 as casual labour, but would be entitled to the benefits of back wages from the date of the order of reference i.e. 1st October, 1986, if he has not served anywhere during this period or from the date of joining, as the case may be.
- (c) In view of his being in continuous service as casual labour from the date of appointment i.e. 2-12-1968 he will be entitled to the seniority from that date onwards and other consequential benefits arising therefrom. No order as to costs.

Reference is answered accordingly.

Date : 29-8-1990.

V. N. SHUKLA, Presiding Officer

[No. L-26024/1/83-D.III(B)]

V. K. SHARMA, Desk Officer

नई दिल्ली, 7 सितम्बर, 1990

का. भा. 2517.—औद्योगिक विवाद अधिनियम 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार हमदेव ऐरिया आफ एस ई सी एल—पोस्ट साऊथ जे के डी कोलरी के प्रबन्धन के संबद्ध नियोजकों और उनके कर्मचारों के बीच, अनुरोध में निर्दिष्ट औद्योगिक विवाद में मध्यस्थ श्री एच जी भावे, नागपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 6 सितम्बर, 1990 को प्राप्त हुआ था।

New Delhi, the 7th September, 1990

S.O. 2517.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Arbitrator, Sh. H. G. Bhawe, Nagpur as shown in the Annexure in the Industrial dispute between the employers in relation to the management of Hasdeo-Area of seal, Post-South JKD Colliery and their workmen, which was received by the Central Government on the 6-9-90.

ANNEXURE

BEFORE SHRI H. G. BHAVE, JOINT LABOUR COMMISSIONER (CENTRAL RETD. & ARBITRATOR, NAGPUR

Reference No. 4 of 1989

In the matter of Industrial Dispute between the employers in relation to the management of Hasdeo

Area of SECL, P.O. South JKD Colliery, Distt. Surguja, M.P. and their workmen represented by Rashtriya Koyla Khadan Mazdoor Sangh (INTUC) SECL Hasdeo Area, regarding the issue of departmentalisation of contractual work/workers for Tub-repairing jobs of Hasdeo Area.

APPEARANCES

On behalf of Employers—1. Shri R. K. Mehta, General Manager (P & A) SECL, Bilaspur.
2. Shri J. R. Varman, Dy. C.P.M. SECL, Hasdeo Area

On behalf of workman—1. Shri K. N. Trivedi, General Secretary.

2. Shri D. K. Jaiswal, Secretary (Central).

STATE : Madhya Pradesh

INDUSTRY : Coal Mining.

AWARD

The authorities of the Hasdeo Area of South Eastern Coalfields Limited, P.O. : South JKD Colliery and the R.K.K.M.S. (INTUC) SECL, Headquarters Branch, Bilaspur signed on agreement on 20-9-89 under Section 10-A of the I.D. Act, 1947 read with Rule 7 of the I.D. (Central) Rules, 1957 agreeing to refer the instant dispute for my arbitration under the Act. Accordingly, vide its order No. L-22025(4)/89-IR (Coal—II) dated 5-10-89, the Central Government released the said arbitration agreement for publication in the relevant Gazette of India in pursuance of sub-section (3) of Section 10-A of the said Act referring for my arbitration the following dispute.

“Whether the demand of the Union of Departmentalisation of contractual work/workers for Tub-Repairing jobs of Hasdeo Area is justified? If not, to what relief the workers should be entitled to?”

2. According to the terms of the written agreement referring the dispute for arbitration, the award was to be given within a period of three months or within such further time as it is extended by mutual agreement between the parties in writing. This time limit was extended from time to time by the parties and it was last extended on 10-7-90 upto 31st August, 1990.

3. On the basis of an arbitration agreement between the SECL and the MPKMS (HMS), the same dispute was referred to for my Arbitration and an order to this effect was released for Publication by the Central Govt. on 6-3-89 and that reference when received by me was numbered 3/89.

The other 3 unions viz. :

- (1) RKKMS (INTUC).
- (2) SKMS (AITUC).
- (3) N.C.W. Federation.

Operating in Hasdeo Area of S.E.C.L. were however, not parties to the said arbitration agreement reached between MPKMS (HMS) and SECL, but the said 3 unions being concerned in the dispute were pressing the Govt. for being given an opportunity of presenting their case before the arbitrator. On 16-10-89 the Central Govt. vide Express Telegram informed the Arbitrator that Govt. orders referring the same dispute between SECL and the aforesaid 3 unions for Arbitration to me was sent to Govt. of India Gazette for publication on 6-10-89 and copies sent to the arbitrator and the concerned parties. Hence the 3 separate Govt. orders when received were numbered as reference Nos. 4/89, 5/89 and 6/89. The employers, the Arbitrator and the terms of reference are absolutely same. The proceedings in reference No. 3/89 had advanced very much but for evidence and arguments, same or very adjacent dates were fixed for all the four cases. Agreements for references and unions being separate, the awards are given separately. This is one case among the said four references.

3.1 In the instant case, a copy of the order of the Govt. of India dated 5-10-89 was received by me on 18-10-1989. The notices were immediately sent to the parties on 27-10-89 fixing the first hearing of the case at Nagpur on 10th November, 1989. The last hearing of the case was held at Bilaspur on 10-7-90 (for Employers arguments) and on 12-7-90 (for RKKMS's arguments). In between the RKKMS (INTUC) filed its statement of claim on 10-11-89 and employers filed their written statement dated 9-11-89 on 11-11-89. The Union filed its rejoinder dated 28-12-89 on 4-1-90 and the SECL's rejoinder dated 1-2-1990 was filed on 5-2-90. The Union filed copies of 8 documents/records alongwith its statement of claim on 10-11-89. These were accepted by management and marked W-1 to W-8. The Union filed further 2 documents on 9-1-1990 which were not accepted by the management. The employers filed 4 documents on 9-1-1990 and one document on 16-4-90. During the hearing held on 5-2-90, the union denied management's 3 documents M-1, M-2 and M-3 but however, accepted document M-4 (Copies of pay orders). The employers produced in all three witnesses MW-1 on 16-4-90, MW-2 on 17-4-90 and MW-3 on 22-5-90. While MW-1 and MW-2 were cross examined by RKKMS (INTUC) it did not attend the hearing fixed at Nagpur on 22-5-90 when MW-3 was examined. The Union produced Two witnesses on 19-4-90 at Bilaspur MW1 and MW-2 who were duly cross-examined by the employers representative. On behalf of S.E.C.L. Hasdeo Area (hereinafter called the employers) its case was argued on 10-7-90 by Shri J. R. Varman, Dy. CPM. Hasdeo Area and Shri R. K. Mehta, General Manager (P & A) S.E.C.L. and on behalf on RKKMS (INTUC) (hereinafter called the Union) on 12th July, 1990 by Shri K. N. Trivedi, General Secretary. The parties were given opportunity to file their written arguments by 30-7-90 which was availed of by both.

Employers Case :

4. The case of the employers has been explained in its written statement dated 9-11-89, its rejoinder dated 28-12-89 on 4-1-90 and the SECL's rejoinder dated 1-2-1990 was filed on 5-2-90.

dated 1-2-90 and as elaborated at length during arguments on 10-7-90. Tracing the history of the case, Shri Varman highlighted that the coal industry was managed by private owners from the very beginning till early seventies of the century except that a public sector company—NCDC had come into existence. The Government having realised that it is in the interest of the nation to have a uniform policy regarding coal mining which is the basic industry, nationalised the entire coal industry under the provisions of the Coal Mines (Nationalisation) Act, 1973. Various Coal companies were following different patterns of working prior to nationalisation. Hasdeo Area, previously known as Jhagrakhand Area was earlier owned by M/s. SINGAVI, Calcutta. It was also nationalised under the provisions of the aforesaid Act of 1973.

4.1 In the underground mines, the coal is blasted and loaded. For bringing the coal to surface, tubs are used. These tubs are loaded with Coal underground and brought to the surface. The management of erstwhile Jhagrakhand Area thought it fit, in the administrative interest, to have the tubs repaired by private contractors. While it might be a fact that some repairs were also departmentally engaged, vast majority of the Tub-repairers were engaged by Contractors and tub-repairing work was done through the contractors mazdoors. The private owners also felt that the tub-repairing job if done on contractual basis could bring better results with efficiency as the contractor has to complete the job within the time schedule. Thus, Tub-repairing job on contractual basis is not a new one but is being carried on from the pre-nationalisation days. The practice continued even after take over/nationalisation and it was never objected to by any union or authorities from the Government machinery.

4.2 Explaining the awarding of contractual work, Shri Varman explained that as per conditions of the tubs which are brought from underground to surface for necessary repairs, the work is awarded to the contractor (who is also at times a worker) by giving work orders specimen filed marked M2 on General Manager Schedule of rate which is filed and marked M-1. There are different rates for the different type of jobs on Piece rated basis. The work is awarded to the contractor and he completes the work within the time schedule and submits his bill to the appropriate authority for necessary payment. Specimen of Bills marked M-3. The payment is made to the contractor after it is found that the job done by him has been upto the mark. Pay Orders specimen at M-4. The Contractor then makes payment to the workers employed by him directly. There is no employer-employee relationship between the contractor workers and the management. Since the job is on piece rate basis, it gives chance for the workers to earn more if the number of workers employed is on the basis of actual requirement.

4.3 Besides the repairs of old tubs, management is also introducing new tubs from time to time to see that the badly damaged tubs are taken out of circulation and that there are less number of tubs for repairing with less number of contractors workers. To substantiate this point, Shri Varman drew atten-

tion to para 5 (Pare 2) of their rejoinder which show the number of new tubs introduced during the five year period ending with 1988-89. New tubs have been introduced regularly which will be evident from the following figures :

1984-85	410 Tubs
85-86	421 ..
86-87	717 ..
87-88	814 ..
88-89	857 ..

Prior to above period also new tubs have been supplied on regular basis. This shows that tub-repairing job is purely of temporary nature and is done on "as and when required basis". There may be days together when there is no job for the tub-repairing workers as maintenance of tubs is also done in under-ground by departmental workers in all the units under Hasdeo Area. Inviting attention to oral evidences on behalf of the management, Shri Varman emphasised that MW-1 Shri S. D. Tripathi, Dy. G. M. W/JKD colliery had stated in his deposition that "the life of the tub is generally 2 to 3 years and varies with the condition of the workings. For new Tubs we hardly require any maintenance". Further MW-3 Shri S. K. Mitra, Sub-Area Manager, Ramnagar Sub-Area had deposed that "on an average in a month the contractual workers do work of about 20—25 Tubs which include old and new tubs in Ramnagar Sub-Area. Similar nature of work is got done in most of the Sub-Areas by contractors workers in Hasdeo Area". This all gives a clear idea that the tub-repairing job on contractual basis is not done regularly.

4.4. It was denied by employers that the contractors workers on Tub-repairing jobs are doing any permanent job or permanent nature of job. There is neither any law nor rule that for tub-repairing, employees should be employed by the owners themselves. Any work unless prohibited under the Contract Labour (Regulation & Abolition) Act 1970 can be given to contractors. Tub repairing is not a prohibited item. Hence Shri Varman maintained that employers are at full liberty to assign the tub-repairing jobs to contractors for their administrative and other convenience.

4.5 Regarding the point relating to supervisions, it was emphatically argued by Shri Varman that the work of Tub-repairing job done by contractor's workers is being directly supervised by the contractor and not by the management representatives. The contractor gets the work awarded and it is for him to see that the job is completed to the satisfaction of all concerned.

4.6 About the reliance on Vocational Training Centres' Certificates by the Union for admitting the claims for regularisation of contractors' workers, it was forcefully argued by Shri Varman that training under V.T. Rules, 1966 is given to the departmental as well as contractor's workers to make them safety conscious. Under the V.T. Rules each and every worker whether regular or contractual is required to

undergo training at VTC. This training of V.T.C. of contractors workers can not be taken as proof in support of their claim for regularisation on permanent roll.

4.7 Clarifying the legal requirements under the CL(R & A) Act, 1970 and the rules framed thereunder, Shri Varman asserted that sub-area as a unit is registered under the Act and as no contractor is engaging 20 or more workmen under him he is not required to obtain licence from the licensing officer. Utmost care is taken to see that the provisions of law are not violated. There may be some violations which are subject to rectification but it does not give an opportunity to settle the claim of the union in its favour.

4.8 Meeting the point of the union about alleged exploitation of contractors' workers by not ensuring adequate and proper wages, Shri Varman alleged that it was rather the Union (s) who were exploiting the contract labour by inducting more and more persons to give them employment resulting in much more than the required number of workmen thereby resulting less payment to the workers as the jobs are on piece-rated basis. The strength of the contractors tub-repairing Mazdoors is absolutely disproportionate to the required strength in the light of the available quantum of work.

4.9 Meeting the argument of the union about the regularisation in 1986 of Gota makers and comparing that case with tub repairers, Shri Varman clarified that the two jobs of Gota makers and tub-repairers are entirely two different types of jobs. The case of Gota makers was decided on its merits and did not give any scope for regularisation of the Tub-repairing workers working on contractual basis on the same lines.

4.10 About the list of workers filed by the union, Shri Varman maintained that this is always open for verification and about alleged removal of tub-repairing mazdoors of Bijuri and Malga Collieries by S.E.C.L., it was asserted that it was the contractor who had appointed them and he alone could have removed them and not SECL.

4.11 Shri Varman observed that the RKKMS (INTUC) wanted to prove that contractual workers on tub-repairing jobs are working continuously on the basis of the attendances shown in the wages sheets certified by the Colliery's Welfare Officer. Shri Varman argued that the wage sheets prepared by one contractor bearing signatures of the Welfare Officer was to prove the wages paid to contractors workmen in his presence. The wage sheets do not indicate any figure to show that the Tub-repairers were working continuously on the job.

4.12 In view of the above, Shri Varman pleaded that the demand of the union for departmentalisation of tub-repairing work/workers is totally unjustified and they are not entitled to any relief.

4.13 Before concluding the presentation of their cases, the learned Shri R. K. Mehta argued for a while SECL's case in which he mainly reiterated the

arguments put forth by Shri Varman. He once again stressed that Tub-repairing job is a non-prohibited category of job and can be carried on contract basis under the provisions of CL (R & A) Act, 1970. However, in case there was any dispute on the issue whether it was a prohibited category or not it was for the CLC (C) or the Board/Committee appointed under Section 10 of the CL (R&A) Act to examine the issue. It was prayed before the Arbitrator to refer the issue to the Board (Central Advisory Contract Labour Board) or CLC(C) to examine the whole issue viz. whether tub-repairing job was of permanent and perennial nature of job and could not be carried on through Contractual means.

4.14 Shri Mehta also observed that the contractor's workers in tub-repairing jobs are not getting NCWA III/IV wages, then their wages could be enhanced to bring them on par with the regular workers.

4.15 It was also argued on behalf of the management that there was a proposal for having one central workshop at BIJURI to cater the needs of all units under Hasdeo Area of repairing the tubs through departmental workers which are already about 40 on roll. If this proposal materialises, the Tub-repairing workers deployed through contractors will be rendered surplus. If the arbitrators award is answered in favour of the management, the surplus workers may be considered for employment on the basis of seniority list to be maintained at the area.

5. Unions Case.

The case of RKKMS (INTUC) has been narrated in the written statement dated 10-11-89, further clarified in rejoinder dated 28-12-89 and explained during detailed arguments on 12th July, 1990. Shri K.N. Trivedi, General Secretary and the veteran Trade Union leader elaborating unions case highlighted in brief the circumstances leading to the present reference to arbitration. According to him the case of regularisation of the tub-repairing mazdoors along with the saw mill mazdoors and Mud--Pallet making Mazdoors was raised by their union at Sub-Area levels (North & South Jhagrakhand, Rajnagar, Bijuri etc.). These were forwarded to Hasdeo Area level management but nothing concrete came out as it involved policy decision. Finally when the case was taken up at Company level, in the meeting held on 13-10-84 (items 8 & 9 of W-1) the union was informed that where contract system is prevalent in Gota making, the concerned workmen will be departmentalised as piece-rated workers, accordingly the Gota makers (Mud-pillet makers) were regularised/departmentalised during the year 1987. So far as Tub-repairing and Saw mill workers are concerned a final decision in this regard will be communicated within a month.

5.1 When the assurance given on 13-10-84 to communicate final decision on regularisation of Tub-repairing Mazdoors within a month was not honoured upto even 41 months (mid-April 1988), Shri N. K. Bhat, President, RKKMS wrote to the Director-Technical on April 20, 1988 (W-4) intimating that non-finalisation of the issue had become a

sore irritant and requesting that in the light of policy decisions, the company would only be evincing boldness by ensuring faithful implementation of such assurances/decisions. Even though RKKMS has been actively pursuing the issue which was very much in the knowledge of SECL management, it reached a conciliation settlement with only HMS affiliated unions, this smacked of utter discrimination and unfair labour practice on the part of SECL. The Union protested to Government and on its suggestion the SECL management entered into arbitration agreement with RKKMS on 20-9-89 and on Govt's releasing order u/s. 10-A (3) of the I.D. Act, 1947 on 5-10-89, these proceedings were started by the Hon'ble Arbitrator.

5.2 The Tub-repairing Mazdoors have been engaged in different units of Hasdeo Area since 1975. Those out of them, who are still the members of this union have been enlisted in W-8 and accepted by the employers. It contains names of 22 from South Jhagrakhand and 4 from North JKD. Out of them two had tendered evidence WW1 and WW2 on behalf of the workmen on 19-4-90.

5.3 The Union alleged that similar workers engaged in BIJURI and MALGA units have been stopped illegally by the employers (SECL) in the year 1987. Their names—9 from Malga Colliery and 16 from Bijuri are shown in W3. They had been removed as the union was requesting the SECL to regularise them.

5.4 The involved workmen had been deployed by the management in Tub-repairing, Tub-manufacturing, Tub-fitting and refitting jobs. Their work is supervised by the company officials in the mines and premises of the mines including workshops. The payment to these workmen is made by the management under supervision of some competent officials.

5.5 Shri Trivedi argued that since there is no record maintained by the employers under C.L. (R&A) Act, 1970 as Principal Employer, no Annual Returns under the Act are sent to the appropriate authorities regarding the Tub-repairing mazdoors, these are SECL employees and those workers have direct relation of employee-employer with the SECL.

5.6 These workers have been trained in V.T.C. as per V.T. Rules, 1966 but other provisions of the Mines Act, 1952 are not complied with.

5.7 Commenting upon the employers stand that the involved workmen are employed by the contractors, Shri Trivedi posed the questions as to where are the contractors and who these so-called contractors are? Only the senior Tub-repairing Mazdoor is the in-charge of gang and management calls them as contractors.

Shri Trivedi emphatically asserted that there is no such contractor according to existing laws. Taking support of definitions given Collins Dictionary he quoted that :

Contractor : a person or firm that contracts to supply materials or labour;

Contract : to enter into an agreement with a person, a company etc. to deliver goods or services or to do something on mutually agreed terms;

Contractual : of the nature of or assured by a contract.

He also quoted the definition of the term 'Contractor' as given in Section 2 (1) (c) of the C. L. (R&A) Act, 1970 and the term 'workman' as per Section 2(1)(b) of the Act, he forcefully concluded this point by saying that these workers are neither the contractors nor contract labour. They are directly employed by SECL, Hasdeo Area or repairing their own Tubs.

5.8 Arguing further, Shri Trivedi said that the Tub-repairing job is a permanent/perennial nature of work since the tubs are always in use for raising coal from underground to the surface and from surface to the bunker/loading point. The work of raising coal from underground in a trac-mine can not be imagined without tubs.

This work is continuously performed. Under the C.L. (R&A) Act, 1970 the work performed in an establishment shall not be deemed to be of an intermittent nature if it was performed for more than 120 days in the preceding 12 months. Hence the Tub-repairing work is regular and not intermittent.

5.9 According to the union, raising of coal is a prohibitory category of work under section 10(1) of the CL (R&A) Act, 1970. A circular to this effect has been circulated by the Addl. C.P.M. SECL on 17-2-1987. Copy filed by management at M 5. This case is similar in nature to the case of workers of mud-pallet (Gota is used for production of coal).

5.10 These tub-repairing workers are being exploited by the management by paying much less than their counter parts in the same job as permanent Tub-repairing Mazdoors under NCWA-IV. The permanent T/R Mazdoors are being paid about Rs. 67/- per day whereas the workers covered by the reference are paid only about Rs. 19/- per day beside being deprived of all other benefits.

5.11 As these workers are fully engaged for the entire year without any break, the employers contention that all these workers may not be required and they may be surplus to the requirement is absolutely incorrect and not tenable in the light of management's submission as well as deposition of their witnesses.

5.12 Concluding his cogent reasonings, Shri Trivedi urged that the tub-repairing workers in question should be regularised/departmentalised in Category II w.e.f. 1983 and the arrears accruing to them on regularisation be paid from 1983.

6. Findings and substantive Award

On the basis of the arbitration agreement reached between the management of Hasdeo Area of SECL and the MPKMS (HMS) under Sub-section (1) of Section 10-A of the ID Act, 1947 agreeing

to refer the instant dispute to my arbitration, the Central Government released an order on 6-3-89 for publication of the said agreement in pursuance of sub-section (3) of Section 10-A of the said Act. On its receipt by the arbitrator, the reference was numbered as 3 of 1989. The other three organisations of workers operating in Hasdeo Area who were concerned and interested in same dispute also signed arbitration agreements separately with the management of SECL/Hasdeo Area on 20th, 22nd and 23rd September 1989. The Central Government released their arbitration agreements for publication on 5th October, 1989. The names of these unions, dates of their agreements, date of release of Central Government Orders and the reference number allotted by the Arbitrator are indicated here-under :

Sl. No.	Union	Date of Arbitration Agreement	Date of release of Govt. Orders	Reference No. allotted by Arbitrator
1.	R.K.K.M.S. (INTUC)	20-9-89	5-10-89	4 of 1989.
2.	S.K.M.S. (AITUC)	22-9-89	5-10-89	5 of 1989.
3.	N.C.W.F.	23-9-89	5-10-89	6 of 1989

All these four references i.e. 3/89, 4/89, 5/89 and 6/89 relate to the same issue viz. the justifiability of the demand of the union for departmentalisation of contractual work/workers for Tub-Repairing Jobs of Hasdeo Area, hence common findings and a common substantive Award is being given based on their written statements, rejoinders, evidences—documentary and oral and arguments—oral and written.

6.1 All the parties—S.E.C.L. and the Unions were offered all reasonable and full opportunity to enable them to present their case right from the stage of filing their written statement upto and including submitting written arguments. I have examined and considered the respective relevant contentions of the parties.

6.2 Before examining other connected issues involved in this case, let me dispose of one aspect emphatically pleaded by Shri Varman and Shri Mehta on behalf of employers regarding prayer to the Arbitrator to refer the issue to a committee under the C.L. (R&A) Act, 1970 or to Chief Labour Commissioner (Central) to examine whether the Tub-repairing job could not be carried out on through contractual means. They have perhaps reminded the Central Advisory Contract Labour Board constituted under Section 3 of the C.L. (R&A) Act and/or the committee of the Board which the Central Board may constitute under Section 5 (1) of the Act read with Rule 16 (1) of the Contract Labour (Regulation and Abolition) Central Rules, 1971. It need not be overemphasised that the C.L. (R&A) Act is an exclusive legislation for the purpose of regulation or abolition of Contract Labour.

The special Act excludes the operation of general law. The I.D. Act is a general enactment which applies to all industries and all workmen coming within its fold and to every industrial dispute within the meaning of the Act. The C.L. (R&A) Act is a special enactment applicable only to the subject of contract labour. It is exclusive, self-contained and specially made for meeting the special problem of contract labour. It is the appropriate Govt. which has the powers u/s, 10(1) of the C.L. (R&A) Act to consult the Central Board in matters relating to prohibition or employment of contract labour in any process, operation or other work in any establishment. It is only on a reference by the Govt. that the Board is required to take into consideration any/every connected question. It can thus be concluded that the jurisdiction to decide about the abolition of contract labour or to prohibit the employment of contract labour has to be only in accordance with section 10. The question has to be left to be dealt with by the appropriate Government under the Act if it becomes necessary. Having taken recourse to voluntarily refer the instant dispute to arbitration under section 10-A of the I.D. Act, 1947, the employers should not expect the Arbitrator to do something which is beyond his competence. The arbitrator cannot give directions to Government in this regard. In any case, the terms of reference to me are for departmentalisation of contractual work/workers and not for abolition or prohibition of contract in Tub repairing jobs. The employers suggestion is hence rather misconceived and irrelevant. Why adopt dilly dallying tactics once voluntarily the issue is referred for arbitration to get the industrial dispute resolved once for all which is lingering on for years.

6.3 The parties have strenuously argued over the point whether the Tub-repairing jobs for which besides the nucleus of permanent workers, the contractual workers are also employed, is incidental to and connected with the main activity of the coal industry and is of a perennial and permanent nature. The employers do not dispute that in the underground mines, Coal is blasted and loaded. For bringing the coal to surface, tubs are used. These tubs are loaded with coal underground and brought to the surface. The work of raising coal from underground in a Track-mining can not be imagined without tubs. The tubs are always in use for raising coal from underground to the surface and from surface to the bunker/loading point. These tubs are a device or means of transportation for coal so produced underground. Maintenance or repairs of tubs in the mines premises is hence incidental to and necessary for the coal industry. I am of the view that the expression 'incidental to or necessary for or connected with' should be so construed so as to include any activity which has some nexus, even if remote, with the process of coal production. Maintenance of Tubs has rather a proximate relationship with the main activity of the coal mine.

6.3.1 Let me now examine the terms 'Permanent' and 'Perennial'. The terms Perennial has been used in clause (b) of Sub-Section (2) of Section 10 of the C.L. (R&A) Act as well as in clause 11.5.1 of the NCWA. III and IV but the term Permanent in this context is used in NCWAs only. The work 'Permanent' means 'lasting'. The expression engaged on a permanent nature of work throughout the year

is intended to mean engaged on a permanent nature of work lasting throughout the year and not 'engaged throughout the year on a permanent nature of 'work'. The work should be of a permanent nature and should last throughout the year. In deposition/during cross examination management witnesses have said—"So long as mines are working this tub repairing work as and when required will also continue as hitherto"—MW1 "Jobs which have to be done continuously for a very long period is permanent work. Coal production is a permanent work. Tub are directly related to production of Coal"—MW1, "Every activity of the mine is linked with production directly or indirectly. Without Tubs the production from under ground is not possible" MW2.

"The Tubs when prepared/repared by contractual workers are used for production of coal by the Company which is the Principal Employer"—MW3.

Thus when the Tub-repairing job has been continuing from the beginning of the working of the coal mines and will continue till the coal mining industry is there and when coal production is a permanent work and Tubs are directly related to production one has to infer that the Tub-repairing work is a permanent work. Had there been any other inference why should the employer engage even a nucleus of permanent Tub-repairing mazdoors/Mistries?

6.3.2. The expression 'Perennial nature' has been explained in the clause itself [clause(b) of Section 10(2) of the CL (R&A) Act, 1970] meaning.

"of sufficient duration having regard to the nature of industry, trade, business, manufacture or occupation carried on in that establishment".

The employers in their pleadings and their witnesses in their deposition have been denying the contentions of the union(s) that Tub-repairing work is of perennial nature.

They perhaps feel it is of intermittent or casual nature of work. The shorter Oxford Dictionary defines the word intermittent as "that intermits or ceases for time; coming or operating at intervals". As far as casual is concerned anything which is in the area of expectancy and can be foreseen cannot be aptly described as casual. Hence let us see whether the Tub-Repairing job is intermittent. The CL (R&A) Act does not define this term also. However, the explanation to Sub-section (5) of Section 1 merely says that work performed in an establishment shall not be deemed to be of an intermittent nature if it was performed for more than one hundred and twenty days in the preceding twelve months. In reference No. 3/89 the union has filed number of documents viz.—

W 23 The Colliery/unit wise summary of the year/month wise attendance of Tub-repairing Mazdoors.

W 24 A good number of affidavits sworn in by workmen before NOTARY or Executive Magistrate Mahendragarh.

W 25 Attendance Registers West JKD

(1) Dalbir Contractor 1979—August, 1984.

(2) Bankelal Contractor 1982— -do-

(3) Motilal Contractor 1982--November, 1985.

These three attendance cum-payment registers had been inspected by the then Labour Enforcement Officer (Central) Chirimiri on 3-12-86 and each register signed. Remarks are

Seen,

Signature ; S. D. Singh

3-12-86

LEO(C) Chirimiri.

The LEO(C), Chirimiri's visit to workshop of West JKD SECL on 3-12-86 for inspection under CL (R&A) Act, 1970 is corroborated by document W13 filed in Ref. 3/89. The register of Shri Bankelal also shows that in August, 1984 Shri Bankelal S/o Chudami was working with 12 other workmen. Their attendances ranged between 21 and 26 days during that month and they were being paid then @Rs. 8.40 per day. Most of the witnesses on behalf of workmen have deposed that they have been working for more than 7 to 10 years and they work on all the working days at the mines and do the tub-repairing jobs. In para 5 of its rejoinder the SECL had admitted that Tub-repairing job is going on throughout the year but is not regular job. This all can not be termed as 'non-perennial' job as attempted to be projected by the management. I am inclined to believe that testimony of the workers witnesses as it is corroborated by documentary evidence produced before me.

6.4 Great emphasis has been laid by the parties in arguing whether the Tub repairing work is such which prohibits employment of contract labour for it. The employers have filed one document at M-5 which is a circular letter dated 17-2-87 issued by Addl. Chief Personnel Manager, SECL mentioning about the 3 notifications issued by the Ministry of Labour u/s. 10(1) of the CL (R&A) Act, 1970. Notification dated 1-3-77 is not relevant to the issue and notification dated 25-7-83 is also not relevant as it relates to coal washeries. The only notification which is relevant here is the one dated 1-2-75. But that stood superseded vide Ministry of Labour notification dated 21-6-1988. However in reference No. 3/89 the MPKMS (HMS) had filed the current notification (W14).

Right from the stage of written statement filed on 8-5-89, the employers have been consistently holding a view that Tub-repairing is not a prohibited item under CL (R&A) Act, 1970. The Unions have expressed differently on this aspect :

Ref 6/89 "Tub repairing is also not enlisted in Prohibited category."
(Para 17 written arguments).

Ref 5/89 "List of Prohibited employment in Coal Mining notified by the Central Govt. under C.L. (R & A) Act is not all exhaustive and can not be so."
(Para 1 written arguments).

Ref 4/89 "Tub repairing job is directly connected with coal raising/production. Coal cannot be raised/produced without the use of Tubs in Track-mining.

The raising of coal is a prohibited category of work under section 10(1) of C.L. (R&A) Act.
(Para 9 of written arguments).

Ref 3/89 "Tub repairing job is related directly with the production of coal and under the notification it is under the prohibited type of category."
(Para 5 of written arguments).

Those of the unions who expressed the view that existing notification does prohibit Tub-repairing work could not convince precisely and in cogent manner to enable one to agree with their view point. Their main thrust was that as Tub-repairing work is necessary for the coal mining and as it is permanent and of perennial nature the C.L. (R&A) prohibits automatically such work to be carried out by contractors/contract labour. Such an approach in such important matters can not stand to reason. Section 10 authorises the Government to prohibit the employment of contract labour in any process, operation or other work in any establishment. It has prohibited some operations/works in other industries including in non-coal mines viz :—

		Notification dated
Buildings	Sweeping, cleaning dusting and watching the buildings.	9-12-76
Iron Ore Mines	Drilling & Blasting (among 2 other operations)	10-6-80
Line Stone/ Dolomite and Manganese Mines	Overburden removal; Drilling & Blasting	15-12-77
Chrome Mines	Drilling and Blasting; Transportation of overburden to dumps and Ore to stocking sites.	8-12-84.
Mica Mines	Dewatering of mines; Muck removal, Drilling & blasting (among 2 other operations)	8-12-84.

If Govt. had intended to prohibit Tub-repairing work by contract labour it could have included this operation or work by specific mention in its relevant notification. Since the Govt. is empowered to prohibit contract labour by following the procedure and in accordance with the provisions of the Act other forums including industrial Tribunal shall have no jurisdiction.

6.5 The wage structure and other conditions of service including the fringe benefits of the employees in the coal industry are covered under the recommendations of the Central Wage Board for the Coal

Mining industry as accepted by the Govt. of India and made applicable, w.e.f. 15 August, 1967; the National Coal Wage Agreement I, II, III and IV. The provisions of N.C.W.A.—III are in operation from 1-1-83 and N.C.W.A. IV from 1-1-1987. These are industrywise Bi-partite Agreements. The clause 11.5.1 of both these agreements are worded as follows which are identical in toto:—

“11.5.1 Industry shall not employ labour through contractor or engage contractors labour on jobs of Permanent and Perennial nature”.

While the caption of this clause in 11.5 in N.C.W.A. III is “Abolition of contract labour” in NCWA-IV caption in 11.5.0 is merely “contract labour”.

It was argued by the unions that due to their insistence to follow NCWAs in letter and spirit in this regard, the SECL management departmentalised the contractual work/workers engaged in coal Transportation work and then subsequently Mud-Pallet makers (Gota makers vide agreement dated 27-12-86 reached by SECL Hasdeo Area management and 4 unions. Despite assurances to departmentalise Tub-repairing Mazdoors, the SECL did not honour its commitments in this regard so far.

6.6 The Unions in ref. No. 3/89 and 6/89 had filed petitions before the arbitrator on 25-4-89 and 10-1-90 respectively praying for summoning inter alia Registration Certificate under the C.L. (R&A) Act '70 in respect of Sub-Area/Coalleries in Hasdeo Area. Suitable directions were given accordingly to the management.

But till the end of the hearings, the Registration Certificate(s) were not filed. Inference was drawn that P.E.(s) had not obtained any Certificate of Registration as required u/s. 7 of the Act. Union in reference No. 3/89 pleaded that in the light of Karnataka High Court decision in F.C.I. vs Loading and Unloading workers Union 1987—1-LLJ-407 the Tub-repairing Mazdoors of the so called contractors would be the employees of S.E.C.L. In another case quoted by the Union 1988—Lab—LC 730, Punjab and Haryana High Court (F.C.I. vs P.O. C.G.I.T. Chandigarh and another), the Dy. Manager, F.C.I. in his affidavit had not mentioned that it possessed registration certificate for the relevant period hence that case is to be distinguished as the facts differ in the present case in arbitration.

In its rejoined dated 16-8-89 in para 7, the employers had denied (in case No. 3/89) that provisions of C.L. (R & A) Act/Rules have been violated by the management in respect of registration etc. By not producing the Registration Certificate the employers had left the parties guessing as to when they had obtained it and was relevant for which period of time. However, depositions of two senior management witnesses are speaking in this behalf.

MW 1—Shri S. D. Tripathi : Cross by N.C.W.F.
Dy. General Manager
“In my both units viz. West JKD and ‘B’ seam the mines are registered under C.L. (R&A) Act”.

MW 3—Shri S. K. Mitra : Cross by M.P.K.M.S.
Sub-Area Manager (HMS)

“We have obtained Registration certificate from the Registering Authority under the C.L. (R & A) Act and have sent the names of all contractors to the ALC (C)”.

It would have been in the fitness of things on the part of the employers to produce the registration certificates on their own and at least after these were prayed for by 2 unions and the arbitrator had directed them to do so but this was not done for the reasons best known to them. Anyway I have no reason to disbelieve the above extracted oral evidence tendered before me by two very senior officers functioning in Hasdeo Area (MW 1 and MW 3).

6.7 The management has been all through maintaining that no tub-repairing contractor was employing more than 20 persons hence they did not require any Licence under the C.L. (R & A) Act, 1970. No union has proved that any particular contractor who was legally required to obtain a licence had failed to do so.

6.8 It is an accepted position that for carrying out the work relating to (a) fitting of new Tubes and (b) Repairing/maintaining of existing Tubes the employers have two sets of workers, one the permanent Tub-repairing Mistries/Mazdoors on the rolls of the S.E.C.L. and other Contractual workers who are shown as employed by the contractors. Most of the ‘contractors’ are senior experienced hands who have been working themselves as ‘workman’. As per the list of the contractors engaged in Tub-repairing jobs as furnished by the management on 9-3-90 in case No. 6/89, there are about 19 “contractors” in eleven units. One Shri DALBIR S/o Chheta who is one of the three contractors at West JKD Colliery ever since he was authorised to do the job of Tub-repairing vide Manager, West JKD Colliery's letter dated 5th March, 1976 has been working as a workman also. He deposed before me in that capacity on 17-4-90 as WW 1 in case No. 3/89. According to him there are 40 workmen who are divided in 3 gangs, the Incharges being Dalbir/Motilal/Bankelal who on papers are shown as contractors. He has been working as Tub-repairer since 1975-76. The Foreman of the company supervises their work and distributes the job. Sometimes the Engineers also visit workshops—the place where they work to supervise and check their work. He is illiterate and has merely picked up alphabets to enable him to affix signatures. The Foreman prepares bills and obtains his signatures. The cross examination was very revealing in which he stated that no work order is given to him and other gang incharges before the commencement of work. When Bills are prepared work orders are attached and their signatures obtained. After the bills are processed these are carried to Accounts department with pay orders by him, when Cash payment is made to him he equally distributes to individual workman of his gang. While paying the wages to workmen, their nagas (absence) are duly considered.

6.9 While the employers and their witnesses maintained that work of contractors is supervised by contractors themselves though Engineers/Managers may visit in between to check the work and its progress, the unions and their witness refuted it. In case No. 3/89 document at W 27 unfolds different picture according to which Supdt. (M)/Manager of Jhimar Colliery through office order dated 28-9-87 had asked Chargeman to look after the job of Tub-repairing in addition to his charge of No. 4 incline breaker.

This incumbent Shri Kesho Yadav had deposed before me as WW 3 in case No. 3/89. He has been working as F/M mechanical in Jhimar Colliery of Ramnagar Sub-Area. In that colliery there are departmental as well as Contractual workmen for Tub-repairing jobs. In cross examination he says "we have 2 gangs under 2 Incharges whom we call contractors or Incharges. Each gang has 10 workmen. Work allotment is explained and no work order is given. In March 1990 on management orders for production tempo, these 2 gangs were sent underground for tub-repairing work. All work in all through March was done underground and no tub-repairing job done in surface".

6.10 This then amply shows that the contractual workers for tub-repairing work do not only work on surface/in workshop. They may be primarily meant for being engaged on work on surface but at times are being sent for work connected with TUBS in underground. Similarly the departmental Tub-repairing mazdoors are primarily engaged on work in underground and in spare time are used on surface also as deposed by MW 3. The nature of work of contractual Tub-repairing mazdoors and departmental tub-repairing mazdoors is absolutely identical.

6.11 We have seen above what type of 'contractors' are engaged by the employers. The management does not enter into agreement for tub-repairing work as for all jobs involving less than Rs. 25,000 there is no agreement system in awarding contract work. The agreement is entered into in SECL when at a time the work exceeds worth Rs. 25,000.

The awarding of work to contractors is done by S.A.Ms because they have to financial powers in the hierarchy (Cross of MW 1 by Shri G. P. Sharma).

6.12 Truly speaking a contractor is a person who in the pursuit of an independent business, undertakes to do specific jobs of work for other persons without submitting himself to their control in respect of details of work. There is a clear cut distinction between a Contractor and a workmen; and that the identifying work of the latter is that he should be under the control and supervision of the employer in respect of the details of the work. In the matter of directing what work the employee is to do but also the manner in which he shall do his work. How far the workmen—contractors in Tub-repairing work might be in a position to control and supervise is any body's guess particularly when they are illiterate or at the most semi-illiterate.

6.13 Very divergent submissions have been made in regard to place of work of contractual labour on surface. Unions and oral evidences on their behalf holding that the work is done in collieries workshop and employers and deposition on their behalf maintaining it is not done in company's workshop. However, it is revealed that even if it is not done in workshop but done in tub-repairing sheds, it is very adjacent to the workshop. These sheds are prepared out of materials of the S.E.C.L. The sheds are very much within the precincts of the mine. Above all, the materials required for repairing and fitting of Tubs are supplied by the management. (Cross exam. of MW 1 by MPKMS (HMS) in case No. 3/89)

Thus, these contractual workmen work in Tub-repairing sheds or workshops and being within the precincts of the mine are included in the term "mine" as per section 2(1) (J) of the Mines Act as substituted in 1983. Further more, these workmen are also persons employed in a mine as per Section 2(1) (h) (iii) as they are servicing/maintaining/repairing Tubs which are "machinery used in or about the mine"

6.14 Much has been stated on the issue of vocational Training by both the parties. Those who work within the premises of the Mines whether direct employees of the employer or contractual workers are to be imparted vocational Training. The main purpose is to make them conversant with safety provision—safety of persons as well as safety of equipment. Relevant Rules framed under the Mines Act stipulate who all require Training. The Training is required under Chapter III of the Mines Vocational Training Rules, 1966 for employment in a mine on surface, in open cast working and below ground. These certificates do prove that its possessor had been "employed in a mine on surface/below ground." These certificates are granted by V.T. Officer who is normally an under-manager or Asstt. Manager in the capacity of Training Officer. In case No. 3/89 at exhibit W 9 are specimen 39 V.T. Certificates. Duplicate copy is given to the Trainee and Original is with V.T. Centre. Thus, the employer does possess on record the details of many contractual workers in Tub-repairing jobs who have undergone this Training.

6.15 It is an admitted fact that the Tub-repairing jobs are done by the departmental workers as well as contractual workers. The work is same and similar in nature. The working conditions, working place also same. The job of both are in the same mine (workshop of T/R shed provided by the management). All materials and tools are also supplied by the Colliery management. Both sets work in the same establishment owned by the same management. The contractual work has been going on in the area from 1976 or so. Many contractors who as senior and experienced workers themselves are consistently been in position for a number of years. They work in gangs mostly consisting of 10 to 14 workers and they too have been working for a number of years. The 3 attendance-cum-wages register filed in reference 3/89 which were checked by Labour Enforcement Officer (Central), Chirimiri amply corroborate the findings.

6.16. While the demand for departmentalisation was taken up by the unions at IR system of the Company including the Company HQs, and nothing tangible was coming out, the MP KMS (HMS) filed a dispute before the ALC (C), Shahdol for different units in July, 1986 and withdrawing it, a consolidated dispute was filed in July, 1987. The I.D. was mainly for regularisation of workers on company's roll and claiming arrears under NCWAS-II/III. The said Union's dispute was relating to named 175 workers from 10 units of Hasdeo Area. The Union had also filed a complaint on 1-12-87 before the C.L.C.(C), New Delhi claiming equal wages for workmen at par with the principal employers' Tub repairing mazdoors. The CLC(C) vide his letter dated 17-6-88 had asked the General Secretary, M.P.K.M.S. (HMS) to furnish various details including Contractors Names/addresses, contractual workers' names/addresses, names of departmental Tub-repairing mazdoors etc. The union had sent all these details on 4-7-88 to CLC (C). On employer's taking a stand that on the same issue an I.D. was pending before ALC (C) and it was likely to be settled in bipartite discussions/conciliation or arbitration, CLC's proceedings were closed on 17-8-88. In the meantime, the Hasdeo area authorities had collected details from their SAMs and as a policy decision was necessitated, the issue was examined in depth by the P.M. (HSD) and a note submitted to C.G.M. (HSD) in April, 1988 who in turn sent it to D.P. S.E.C.L. A copy of note was filed by the union as their document No. 13 (Pages 34 to 37). The employers representative during the arbitration proceedings held on 18-8-89 had not admitted it. During the cross examination of MW-3 by Shri Nathulal of M.P.K.M.S. (HMS) on 22-5-90, this document was proved as MW-3 recognised signatures of both Shri G.K. Prasad, PM (HSD) and Shri P.N. Mathur, CGM (HSD). Further, during arguments on 12-7-90, during concluding observations SECL's representative observed that this 4 page notesheet was of the management and union had managed to get its photostat copy without any authority. It was no doubt an internal note but it not being secret or confidential the union, to substantiate this case had filed it as a document. After all in every judicial or quasi-judicial proceedings the aim is to find the TRUTH. How can a material which is on record could be ignored? On the basis of list of workmen submitted by the union to ALC(C)/CLC(C)/To management and enquiry already caused through SAMs even before April, 1988, now for the management to say that the union's list may not be given cognizance does not appear to be proper, when the list at W-7 filed in case No. 3/89 was admitted and not denied by S.E.C.L. Similarly the RKKMS (NTUC) had filed a list of 26 workmen—22 from South JKD and 4 from North JKD during arbitration on 10-11-89 at W-8 in case No. 4/89. This document was also not denied by S.E.C.L.

6.16.1 The S.K.M.S. (ATTUC) in case No. 5/89 and NCWF in case No. 6/89 had not filed any such list before arbitrator. However, in oral evidences the SKMS has produced two witnesses WW-1 & WW-2 both from Rainagar Colliery. NCWF had produced two witnesses from Bijuri and one from Rainagar. WW-1 was a ex-workman from Bijuri. WW-2 from Rainagar Colliery and WW-3 from Bijuri deposed that they were contractual workmen on tub-repairing jobs. On minute scrutiny it reveals that

the lists filed in cases 3/89 and 4/89 do not contain names from Rainagar Colliery where 23 workers are reported to be working.

6.16.2 The management need not falter unnecessarily as being a public sector undertaking and law abiding employer, all records relating to contract labour must be being maintained by them under the Mines Act, 1952 viz.

- (i) Names of all such contractual workmen in form B Register,
- (ii) Record of attendances in Registers in Form-D or E which are to be maintained by the Register keepers/attendance clerk who are company's direct employees and not of contractors. Clarification in regard to amended definition of 'a person employed in mine' given on 1-2-85 by Director of Mines Safety, Jabalpur, refers.

6.17 Let me now examine how the wages and other conditions of service in respect of departmental and contractual workers prevail. The workers engaged in tub repairing jobs and are on the rolls of company have been covered by Central Wage Board for the Coal Mining Industry and NCWAs-I, II and III and currently NCWA-IV which is in force from 1st January, 1987. The tub-repairing mazdoor is placed in category-II and tub-repairing mistry in Cat.—IV.

We are concerned here with tub repairing mazdoors only. The Cat. II as per revised NCWA—IV carries pay scale of Rs. 39.34—0.85—51.24. The basic daily rate and D.A. both added enables a departmental tub-repairing mazdoors to get somewhere in the vicinity of Rs. 63/- per day. So far as contractual workers on tub repairing jobs are concerned, the employers have been maintaining that they are on piece-rate but in fact they are not. The position is that there are rates fixed on piece-rate for different types of jobs involved in tub fitting and repairing. Depending upon the number of new tubs to be fitted and tubs to be maintained, sanction is obtained by the Colliery Manager and work assigned to the contractor on that basis. As deposed by MW-1 after every month the work done by the contractor depending on the items attended for which piece-rate is fixed, the bill is prepared which is certified by the Colliery Engineer and the payment is made to the contractor. The G.M. schedule of rates presently, in vogue vide circular dated 29-1-83 document at M-1 is applicable to ancillary jobs like repairing of Coal Tubs got done through Petty Contractors. This specifies items of work and rates viz. complete fitting of the new coal tubs i.e. fitting of underframe, drawbar, pedestals, wheels and axles, coupling etc.—Rs. 18/-.

The Petty Contractor, when he gets the amount in cash, he distributes it equally amongst all workmen of his gang including himself as deposed by one of the petty contractors Shri Dalbir S/o. Late Shri Chaitu WW-1 in reference 3/89. The records show their "daily rate". The evidences on behalf of workers even in cross-examination have revealed that

they get between Rs. 14 to 19 per day. The Petty contractors are paid for different types of jobs on Piece-rate basis but the Tub-repairing mazdoors are in practice paid time-rate. While some contractors pay Rs. 14/- per day, in some collieries others pay Rs. 19/- per day. This time rate payment to mazdoors has been proved through documents and workers' depositions. What a substantial difference between this rate actually received by the contractors' workers and the amount of about Rs. 63/- per day paid to the departmental tub-repairing workers !

6.18 A departmental tub-repairing mazdoor gets :

- (i) High basic wage,
- (ii) Special dearness allowance,
- (iii) Fixed D.A.
- (iv) Variable D.A.
- (v) Quarterly attendance Bonus at the rate of 10 per cent of basic wage,
- (vi) Annual increment,
- (vii) Annual leave with wages,
- (viii) Sick leave at the rate of 15 days with full pay in a calendar year.
- (ix) Casual leave with pay,
- (x) Eight National/Festival Holidays,
- (xi) Medical facilities,
- (xii) Educational facilities,
- (xlii) Leave Travel Concessions etc. etc. as against all this, the contractual workers get only the daily rate ranging between Rs. 14/- to 19/-.

6.19 The Hon'ble Supreme Court in number of decisions have held that if the employees are working in same or similar kind of work they are entitled to receive same or similar wages at par with the regular employees on the basis of "Equal pay for equal work" and there should be no discrimination in other conditions of service. Public Sector undertakings are expected to function like model and enlightened employers.

6.20 In S.E.C.L. itself, in other areas viz. Balkunthapur, Korba, Chirimiri, Sohagpur Tub-repairing work is done by departmental labour only.

In Hasdeo Areas itself in all the eleven units permanent Tub-repairing mazdoors/mistries are employed as nucleus. When the Tub-repairing work is necessary for Coal raising/productions, when the work is available all through the year further when it is done through regular workmen already in other areas and in Hasdeo area itself, there is no reason to allow it any further on contractual basis in Hasdeo area.

6.21 Scrutiny of a large number of documents filed, reveal that as back as in Feb. 1975 the M.P.C.W.F. had discussed the issue of entitlement to same benefits/facilities to the contractors' workmen as were available to their corresponding categories employed by Principal Employers. O.S.D.

(1B) C.M.A.A. (Western Divn.) Nagpur and M.P.C.W.F. discussions of 7-2-75 refer (W-6 in Case No. 6/89). Record note of area level meetings in March, 1986 between S.E.C.L. Hasdeo area and M.P.C.W.F. shows that departmentalisation of Tub-repairing Mazdoors, Gota makers is being taken in phased manner. (W-8 in Case No. 6/89). The battle over the issue was on and on. In Company level meeting held on 13-10-84 with the R.K.K.M.S. it was agreed by the then W.C. Ltd. Management that in regard to departmentalisation of Tub-repairing mazdoors, a final decision will be taken and communicated within a month. (W-1 in ref. No. 4/89). With M.P.K.M.S. (HMS), the discussions were held on various occasions. On 5-1-1988 the record note (W-10 in ref. 3/89) says "the management has accepted the need for departmentalisation of Tub-repairing mazdoors of Hasdeo area. The management has not said 'no' to the union on this issue". The record note of 11-1-88 between Hasdeo Area officials and M.P.K.M.S. (HMS) (W-11 in ref. 3/89) shows that "the management had not refused to departmentalise the work of tub-repairing. The management exercise in this respect has already started. The entire process is likely to be completed within next six month". The S.E.C.L. by giving such an assurance had requested the union to contain its agitation.

6.22 The issue before me is not for abolition of Contract system but merely of Justification in Union(s) demand for departmentalisation of contractual work/workers for Tub-repairing jobs. The management had time and again already expressed itself being inclined for departmentalising these workers as will be obvious from the preceding paragraph. My task has been made easy by management by going on record about it in various record notes and also by the unions by filing copies of such record notes as their documents.

6.23 (A) In my view examined in above findings, there is full justification in the case of the union(s). In the result, I hold that the demand of the union for departmentalisation of contractual work/workers for Tub-repairing jobs in Hasdeo area is JUSTIFIED.

(B) As the issue has been alive for years and the union(s) has been consistently pursuing it, the ends of justice will meet if the departmentalisation is done from 1st December, 1988 in which month the conciliation Officer (ALC(C) Shahdol) drew up a conciliation settlement making the S.E.C.L. Hasdeo Area management to agree for Arbitration and resolve the issue once for all.

(C) After departmentalising these workers, from 1-12-88 with all consequential benefits, if the management finds subsequently that there is overstaffing in this category, it may divert the excess Tub-repairing mazdoors in other jobs in any of the Sub-Areas of Hasdeo Area ensuring that they continue to get category II wages and all other benefits available to cat. II employees.

(D) In the circumstances of the case, no order as to costs.

I AWARD accordingly.

6.24 Before parting, I place on record the untainted cooperation given to me by employers and the Union(s) during the Arbitration proceedings and for extending time, from time to time to enable me to release this AWARD.

PLACE : NAGPUR

Date : August 30th, 1990.

H. G. BHAVE, Jt. Chief Labour Commissioner
(Central) Retd. and ARBITRATOR
[No. L-22025(4) 89-IR (Coal-II) I]

का. आ. 2518.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अन्वय में, केन्द्रीय सरकार हसदेव ऐरिया आफ एस ई सी. एल पोस्ट-साऊथ जे. के. डी. कालरी के प्रबन्धन के संबंध में निम्नलिखित औद्योगिक विवाद में मध्यस्थ श्री एच. जी. भावे नागपुर के पंचपट को प्रकाशित करती है, जो केन्द्रीय सरकार को 6 सितम्बर, 1990 को प्राप्त हुआ था।

S.O. 2518.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the ARBITRATOR SH. H.G. BHAVE NAGPUR as shown in the Annexure in the Industrial dispute between the employers in relation to the management of HASDEO AREA OF SECL. Post, South, JKD Colliery and their workmen, which was received by the Central Government on 5-9-1990.

ANNEXURE

BEFORE SHRI H. G. BHAVE, JOINT CHIEF
LABOUR COMMISSIONER (CENTRAL)
RETD. AND ARBITRATOR, NAGPUR

Reference No. 3 of 1989.

In the matter of Industrial Dispute between the employers in relation to the management of Hasdeo Area of S.E.C.L. P.O. : South JKD Colliery, District Surguja, M.P. and their workman represented by Madhya Pradesh Koyala Mazdoor Sabha (HMS) P.O. South JKD Colliery, Distt. Surguja M.P. regarding the issue of departmentalisation of contractual work/workers for Tub-repairing jobs of Hasdeo Area.

APPEARANCES :

On behalf of Employers : 1. Shri R. K. Mehta,
General Manager (P & A) S.E.C.L.
BILASPUR.

2. Shri J. R. Varman, Dy. C.P.M. S.E.C.L.
Hasdeo Area

On behalf of workmen : 1 Shri Hardeo Singh
Vice President.

2. Shri Nathulal Pandey, General Secretary,
M.P.K.M. Sabha (HMS).

STATE : Madhya Pradesh Industry : Coal Mining

AWARD

Based on the record note of discussions dated 22-11-88, the authorities of the South Eastern Coalfields Limited, Bilaspur and the M.P.K.M.S. (HMS) signed an agreement under Section 10-A of the Industrial Disputes Act, 1947 read with Rule 7 of the Industrial Disputes (Central) Rules, 1957 agreeing to refer the instant dispute for my arbitration under the Act.

Accordingly, vide its order No. L-22025(4) 89-IR (Coal 2) dated 6th March, 1989 the Central Government released the said arbitration agreement for publication in the relevant Gazette of India in pursuance of Sub-Section (3) of Section 10-A of the said Act referring for my arbitration the following dispute.

"Whether the demand of the Union for departmentalisation of contractual work/workers for Tub-Repairing jobs of Hasdeo Area is justified? If not, to what relief the workers would be entitled to."

2. According to the terms of the written agreement referring the dispute for arbitration, the Award was to be given within a period of three months or within such further time as is extended by mutual agreement between the parties in writing. This time limit was extended from time to time by the parties and it was last extended on 10-7-90 upto 31st August, 1990.

3. A copy of the order of the Govt. of India dated 6-3-89 was received by me on 15-3-89 and the notices were immediately sent to the parties on 21-3-89 fixing the first hearing of the case at Nagpur, on 14th April, 1989. The last hearing of the case was held at Bilaspur on 10-7-90 (employers' arguments) and on 11th and 12th July, 1990 (M.P.K.M.S.'s arguments). In between, the M.P.K.M.S. (HMS) filed its statement of claim dated 24-4-1989 which was received by post on 30-4-89. It also filed a petition dated 25-4-89 praying for production of nine documents by the employers which included inter alia the certificate of registration as amended from time to time under Contract Labour (Regulation & Abolition) Act, 1970, Form 'B' register of the involved workmen. In the hearing held on 5-9-89 directions were given to the employers to file the requisitioned documents.

The Dy. C.P.M., S.E.C. Ltd. Hasdeo Area filed employer's written statement dated 8-5-89 during the hearing on 9-5-89. During the hearing held on 18th August, 1989 the employers submitted its rejoinder dated 16-8-89 to the written statement of the Union dated 24-4-89. The Union filed 26 documents by Regd. A.D. Post which were received on 2-5-89. In the hearing held on 18-8-89 the employers representative accepted unions' 22 documents and denied 4 documents at serial numbers 13, 17, 18 & 23 of union list. The accepted documents of the Union

were marked W-1 to W-22. The Union further filed five documents on 22-5-90 which were marked W-23 to W-27. Similarly the employers filed 4 documents on 9-11-89 and one document on 16-4-90. These were marked as M-1 to M-5. The employers produced in all three witnesses MW-1 on 16-4-90, MW-2 on 17-4-90 and MW-3 on 22-5-90 who were cross examined by the Union's representative. The Union also produced four witnesses MW1, MW2, MW3 and MW4 on 17-4-90 who were duly cross-examined by the employer's representative. On completion of evidence, arguments were heard. On behalf of S.E.C.L. Hasdeo Area (hereinafter called the employers) its case was argued on 10-7-90 Shri J. R. Varman, Dy. C.P.M. Hasdeo Area and Shri R. K. Mehta, General Manager (P & A) SECL and on behalf of M.P. Koyla Mazdoor Sabha (HMS) (hereinafter called the union) on 11th and 12th July, 1990 by Shri Nathulal Pandey, General Secretary and Shri Hardeo Singh. The parties were given opportunity to file their written arguments by 30-7-90 which was availed of by both.

Employers case :

4. The case of the employers has been explained in its written statement dated 8-5-89, its rejoinder dated 16-8-89 and as elaborated at length during arguments on 10-7-90. Tracing the history of the case, Shri Varman highlighted that the Coal industry was managed by private owners from the very beginning till early seventies of the century except that a public sector company—N.C.D.C. had come into existence. The Government having realised that it is in the interest of the nation to have a uniform policy regarding coal mining which is the basic industry, nationalised the entire coal industry under the provisions of the Coal Mines (Nationalisation) Act, 1973. Various Coal Companies were following different patterns of working prior to nationalisation. Hasdeo Area, previously known as Jhagrakhand Area was earlier owned by M/s. Singhvi, Calcutta. It was also nationalised under the provisions of the aforesaid Act of 1973.

4.1 In the underground mines, the coal is blasted and loaded. For bringing the coal to surface, tubs are used. These tubs are loaded with Coal underground and brought to the surface. The management of erstwhile Jhagrakhand Area thought it fit, in the administrative interest, to have the tubs repaired by private contractors. While it might be a fact that some repairs were also departmentally engaged, vast majority of the Tub-repairers were engaged by Contractors and tub-repairing work was done through the Contractors Mazdoors. The private owners also felt that the tub-repairing job if done on contractual basis could bring better results with efficiency as the contractor has to complete the job within the time schedule.

Thus, Tub repairing job on contractual basis is not a new one but is being carried on from the pre-nationalisation days. The practice continued even after take over/nationalisation and it was never objected to by any union or authorities from the Government machinery.

4.2 Explaining the awarding of contractual work, Shri Varman explained that as per conditions of the tubs which are brought from underground to surface for necessary repairs, the work is awarded to the con-

tractor who is also at times a worker by giving work orders specimen filed marked M 2 on General Manager Schedule of rate which is filed and marked M1. There are different rates for the different type of jobs on Piece rated basis. The work is awarded to the contractor and he completes the work within the time schedule and submits his bill to the appropriate authority for necessary payment. Specimen of Bills marked M-3. The payment is made to the contractor after it is found that the job done by him has been upto the work. Pay orders specimen at M-4. The Contractor then makes payment to the workers employed by him directly. There is no employer-employee relationship between the contractor workers and the management. Since the job is on piece rate basis, it gives chance for the workers to earn more as the number of workers deployed is on the basis of actual requirement.

4.3 Besides the repairs of old tubs, management is also introducing new tubs from time to time to see that the badly damaged tubs are taken out of circulation and that there are less number of tubs for preparing with less number of contractors workers. To substantiate this point, Shri Varman drew attention to para 5 (Page 2) of their rejoinder which shows the number of new tubs introduced during the five year period ending with 1988-89.

New tubs have been introduced regularly which will be evident from the following figures :

1984 — 85	410 Tubs.
85 — 86	421 „
86 — 87	717 „
87 — 88	814 „
88 — 89	857 „

Prior to above period also new tubs have been supplied on regular basis. This shows that tub-repairing job is purely of temporary nature and is done on "as and when required basis". There may be days together when there is no job for the tub-repairing workers as maintenance of tubs is also done in underground by departmental workers in all the units under Hasdeo Area. Inviting attention to oral evidence on behalf of the management, Shri Varman emphasised that MW 1 Shri S. D. Tripathi, Dy. G.M. WJKD colliery had stated in his deposition that "the life of the tub is generally 2 to 3 years and varies with the condition of the workings. For new Tubs we hardly require any maintenance". Further MW3 Shri S. K. Mitra, Sub-Area Manager, Ramnagar Sub-Area had deposed that "on an average, in a month the contractual workers do work of about 20—25 Tubs which include old and new tubs in Ramnagar Sub-Area. Similar nature of work is got done in most of the Sub-Areas by contractors workers in Hasdeo Area." This all gives a clear idea that the tub-repairing job on contractual basis is not done regularly.

4.4. It was denied by employers that the contractor's workers on Tub-repairing jobs are doing any permanent job or permanent nature of job. There is neither any law nor rule that for tub-repairing, employee should be employed by the owners themselves. Any work unless prohibited under the Contract Labour (Regulation & Abolition) Act, 1970 can be given to contractors. Tub repairing is not a prohibited item. Hence Shri Varman maintained that employers are at full liberty to assign the

tub-repairing jobs to contractors for their administrative and other convenience.

4.3. Regarding the point relating to supervisions, it was emphatically argued by Shri Varman that the work of tub-repairing job done by contractors workers is being directly supervised by the contractor and not by the management representatives. The contractor gets the work awarded and it is for him to see that the job is completed to the satisfaction of all concerned.

4.6. About the reliance on Vocational Training Centres Certificates by the Union for admitting the claims for regularisation of contractors workers, it was forcefully argued by Shri Varman that training under V.T. Rules, 1966 is given to the departmental as well as contractors workers to make them safety conscious. Under the V.T. Rules each and every worker whether regular or contractual is required to undergo training at V.T.C. This training of V.T.C. of contractors workers can not be taken as proof in support of their claim for regularisation on permanent roll.

4.7. Clarifying the legal requirements under the CL (R&A) Act, 1970 and the rules framed thereunder, Shri Varman asserted that sub-area as a unit is registered under the Act and as no contractor is engaging 20 or more workmen under him he is not required to obtain licence from the licensing officer. Utmost care is taken to see that the provisions of law are not violated. There may be some violations which are subject to rectification but it does not give an opportunity to settle the claim of the union in its favour.

4.8. Meeting the point of the union about alleged exploitation of contractors' workers by not ensuring adequate and proper wages, Shri Varman alleged that it was rather the Union(s) who were exploiting the contract labour by inducting more and more persons to give them employment resulting in much more than the required number of workmen thereby resulting less payment to the workers as the jobs are piece-rated. The strength of the contractors tub-repairing Mazdoors is absolutely disproportionate to the required strength in the light of the available quantum of work.

4.9. In view of the above, Shri Varman pleaded that the demand of the union for departmentalisation of tub-repairing work/workers is totally unjustified and they are not entitled to any relief.

4.10. Before concluding the presentation of their cases, the learned Shri R. K. Mehta argued for a while SECL's case in which he mainly reiterated the arguments put forth by Shri Varman. He once again stressed that Tub-repairing job is a non-prohibited category of job and can be carried on contract basis under the provisions of CL (R&A) Act, 1970. However, in case there was any dispute on the issue whether it was a prohibited category or not it was for the CLC(C) or the Board/Committee appointed the issue. It was prayed before the Arbitrator to refer the issue to the Board (Central Advisory Committee under Section 10 of the CL(R&A) Act to examine

tract Labour Board) or CLC(C) to examine the whole issue viz. whether tub-repairing job was of permanent and perennial nature of job and could not be carried on through Contractual means.

4.11. Shri Mehta also observed that if the contractor's workers in Tub-repairing jobs are not getting NCWA III/IV wages, then their wages could be enhanced to bring them on par with the regular workers.

4.12. It was also argued on behalf of the management that there was a proposal for having one central workshop at BIJURI to cater the needs of all units under Hasdeo Area of repairing the tubs through departmental workers which are already about 40 on roll. If this proposal materialises, the Tub-repairing workers deployed through contractors will be rendered surplus. If the arbitrators award is answered in favour of the management, the surplus workers may be considered for employment on the basis of seniority list to be maintained at the area.

UNION'S CASE :

5. The case of the Union has been narrated in its written statement dated 24th April, 1989 running into 12 typed sheets and explained during detailed arguments on 11th and 12th July, 1990. The facts leading up to this reference for arbitration u/s. 10-A of the I.D. Act were ably explained chronologically by Shri Nathu Lal. The SECL which is a subsidiary company of Coal India Limited was incorporated under the Companies Act w.e.f. 28th November, 1985. The company which was carved out of the W.C.L. had 72 coal mines in the year 1986-87. In view of the mismanagement and had conditions of workers prevailing in Coal mines upto the end of sixties and early seventies, the coal industry was taken over by the Government on 1-1-1973 and thereafter nationalised. One of the basic purposes of the nationalisation was to ensure to the workers a good working condition and wages. Many of the coal mines have underground mines and the coal is transported in and from the underground coal mines through tubs.

5.1 The coalmines in Hasdeo Area are old ones and all the tubs which are being used in transportation of coal from the under ground mines require heavy repairs. The Tub-repairing jobs is being done in underground mines or on the surface in the workshop of the colliery. In Hasdeo Area the tub-repairing is being done by the management through two types of workers i.e. :

- (i) a set of workers paid wages as per NCWA as applicable from time to time.
- (ii) Second type of workers being paid a schedule rate (GM's schedule rate)—less than even minimum wages.

Both sets of workers do the same and similar kind of job of tub-repairing. To bypass the provision of various labour laws, the management has made amongst the workers one worker as CONTRACTOR. These workers are subjected to exploitation by the management for a long time. When the union came to know about this position, it raised the issue before the management in the year

1985. Thereafter in 1986 the union raised a dispute before the ALC(C) Shahdol for different collieries. On the advice of the ALC (C) the union raised a consolidated dispute for Hasdeo Area in July 1987 claiming regularisation of 175 workers falling in type (ii) above and claiming payment of wages to them as per NCWA. The management conceded before the ALC (C) that the work of tub-repairing is done departmentally as well as on contract basis. The Union's demand was under active consideration with the management under industrial relations system hence the ALC (C) was requested not to seize the dispute in conciliation till the mutual dialogues were finalised. The employers communication to the ALC (C) is at W 3. In the meantime the union also filed on 1-12-87 a complaint before the CLC (C) New Delhi under Rule 25 (2) (v) (a) of the C.L. (R&A) Central Rules, 1971. On his directions, (W-5) the union submitted the details of the workers and comparative chart of their wages (W7 and W8). In the hearing held by the CLC(C) on 17-8-88, the employers took a stand that the similar matter is pending in the form of an industrial dispute before the ALC(C) Shahdol and the same is likely to be settled through bi-partite discussions, conciliation or arbitration. In view of this, the proceedings before the CLC (C) were closed (W 9). The mutual discussions continued in between. In January 1988, as the record note of discussions shows (W 11) the management went on record to say that they had not refused to departmentalise the work of tub-repairing. The matter was under process and it was likely to be completed within next six months. The union was not satisfied with this stand of the management as there was no specific date indicated for departmentalisation and no assurance regarding the payment of back wages at par with the departmental workers. The proceedings before the ALC(C) Shahdol were still on and ultimately after 12 sittings on different dates it was on 12-12-88, a conciliation settlement was reached in terms of Jt. discussions held bilaterally, agreeing to refer the dispute for my arbitration on the terms specified in term No. 2 of the said settlement. (W 12). Accordingly, after obtaining proposed arbitrators consent, application was forwarded to the Ministry of Labour and the Central Govt. released its order on 6-3-89 for publication in the Govt. Gazette as per Section 10-A(3) of the I.D. Act, 1947.

5.2 The union's case is that the involved workmen are doing the work of Tub-repairing at par with the departmental workers. They are in fact the workers of the management and their departmentalisation is justified on various grounds viz.

- (a) Mines in question are owned by SECL Hasdeo Area.
- (b) Work of the involved workers is supervised, controlled and directed by officials of S.E.C. Ltd.
- (c) Provisions of Mines Act/Rules and Coal Mines regulations are applicable to these workers also.

- (d) There was no contractor at all engaged by the management. The management had not taken any certificate of Registration under C.L. (R&A) Act, 1970.
- (e) One of the workers was shown as contractor and he was paid the full amount of the work done (by his gang/group).
- (f) Payment to the workers was/is being made by the management.
- (g) Similar jobs have been/are being performed by the workers directly employed by the management.

5.3 Shri Naithul further argued that the Tub-repairing job is related directly with the production of coal. The work is permanent and perennial in nature. It has been continuing for over 10 to 15 years. Under the Govt. notification it is under the prohibited type of category in which no contractual workers can be employed. In any case, SECL which is a Govt. company should not discriminate in payment of wages for same and similar type of work between other workers and workers of the management.

5.4 The Union's spokesman stressed on the contents of document at W 2 which is a letter dated 22-2-87 from Chief General Manager, Hasdeo Area addressed to the ALC(C) Shahdol. Here the employers accept that most of the mines of Hasdeo area are old one and there are lot of old tubs which require repairs for running of the mines. This tub-repairing job was being done under contract due to huge quantity of tubs and it has continued.

On union's demand, a decision had been taken that by and by and subject to availability of posts, the workers engaged in tub-repairing will also be absorbed. In the meantime the management is ensuring that they get proper payment as per NCWA III even though they are being paid through Contractors. The same assurances have been given in record notes of discussions dated 5-1-88 (W-10) and 11-1-88 (W-11). The Union emphatically argued that the management is fully aware of the number of tubs at each of the eleven collieries, number of contractors, strength of departmental tub-repairing mazdoors and number of contractors' workers, hence any uncooperative attitude of the management in this regard is untenable. Pleading ignorance in these known matters is rather not becoming on the part of the Central Public Sector Officials.

5.5 Shri Nathulal Pandey drew attention to their document No. 14 marked W-13 (admitted by management) which refers to Labour Enforcement Officer (Central) Chirimiri's inspection of workshop of west JKD Colliery of SECL carried out on 3-12-86. On that day 40 Tub-repairing mazdoors were found employed. These workers stated that they have been working since 1977 but they were getting only Rs. 14/- per day as wages. The then Executive Engineer Shri B. Sharma and Shri B. N. Prasad, Personnel Officer were present during the inspection conducted by LEO (C) Chirimiri. The Hasdeo Area, SECL failed to produce their registration certificate, Attendance register of the workers etc. The Personnel Officer even went to the extent of refusing to sign the inspection note of the LEO(C).

5.6 Summarising the depositions of four witnesses on behalf of the union—WW-1 to WW-4 it was stated that these amply prove the union's contention that the so called contractors are none else but senior experienced Tub-repairing Mazdoors who work along-with other of their gangs and get wages along-with them. Most of them have been working from 1975-76. They at times work extra hours but without any overtime wages. Their work is supervised by Foreman, Engineers etc. Regular workers on company rolls also do the same job. The work is being done at the workshops of the company. All these T/R Mazdoors have been given the vocational Training by the management as per Mines Act/Rules. In Chirimiri Area—Chirimiri Colliery, Kurasia Colliery, Kerba and Baikunthapur and Jamuna-Kotma Colliery and area, the Tub-repairing work is done by the departmental regular workmen only.

5.7 Shri Nathulal Pandey cited nearly a dozen reported cases having direct or indirect bearing on union's contentions. Some of these are mentioned hereunder :

- (a) Tub-repairing is directly related with the production of coal. It is perennial and permanent nature of job. In some collieries of the same company this work is being done by the regular workmen of S.E.C.L. The case of Vegoils Private Ltd. v. The workmen 1971-II LLJ 567, 574, 1972 LIC P 760 has been cited to show that the Supreme Court had observed that if the work for which contract labour is employed is incidental to and closely connected with the main activity of the industry and is of a perennial and permanent nature, the abolition of contract labour would be justified. It is also open to the I.T. to have regard to the practice obtaining in other industries in or about same area.
- (b) The Hon'ble Supreme Court in the case of Shivnandan Sharma vs. P. N. Bank Ltd. 1955-I ILJ 688, 695 has held "If a master employs a servant and authorises him to employ a number of persons to do a particular job and to guarantee their fidelity and efficiency for a cash consideration the employee thus appointed by the servant would be, equally with the employer, servant of the master. It is not always correct to say that persons appointed and liable to be dismissed by an independent contractor can in no circumstances be the employees of the third party." Hence union infers, in the case of the involved Tub-repairing Mazdoors they should be treated as SECL's employees and not that of the so called paper contractor.
- (c) The Supreme Court in A.I.R. 1990 SC Page 937-MMR Khan and others vs. Union of India and others had held that the employees in statutory and non-statutory recognised Railway canteens are entitled to be treated as Railway employees because the relationship of employer and employee stand created between the Railway administration and the canteen employees from the

very inception. On the basis of these principles, it is clear. Shri Pandey maintained that the Tub-repairing Mazdoors in question are employees of the management of S.E.C.L.

- (d) Shri Nathulal drew attention to its petition dated 25-4-89 to the arbitrator praying that the management be directed to produce in original enlisted 9 documents including inter-alia Certificate of registration under C.L. (R&A) Act, 1970 showing the list of contractors as amended from time to time from 1976 to 1988 for all the establishments in Hasdeo Area where the so called contractor workers have been engaged for T/R work.

The Hon'ble arbitrator had accordingly directed the management in the hearing held at Bilaspur on 9-5-89 to file the documents demanded by the union. This was not complied with. The Union hence pleaded that from the evidence on record, it is clear that the P.E. management has not obtained any certificate of registration as required u/s. 7 of the CL (R&A) Act, 1970. Hence in the light of the Karnataka High Court decision in F.C.I. vs. Loading and unloading workers Union 1987-I LLJ-407 which held that "if the certificate of registration has not been obtained the workmen would be a workman of the Principal Employer", in the instant case also as no evidence proves about obtaining of Registration certificate, the T/R Mazdoors of the so said contractors would be employees of the S.E.C.L.

- (e) The same view has been taken by the Dy. Bench of Punjab & Haryana High Court in F.C.I. vs. P.O., C.G.I.T. Chandigarh 1988 Labour & Industrial cases holding "every worker who works for a P.E. whom the C.L. Act is attracted is to be treated as the worker of P.E.", if either no registration certificate is obtained or the contractor has not taken valid licence under the Act.
- (f) Shri Pandey was critical of the situation that while the directly employed workers of the management are doing the tub-repairing job alongwith the workers involved in the instant reference, they are being paid different rates of wages. When they are doing the same or similar nature of job, in the light of the provisions of Rule 25 (2) (v) (a) these involved workers are entitled for same and similar wages and other benefits. This clearly violates the provisions of the Article 39 of Constitution of India and is against various decisions of the Supreme Court wherein it has held that if the employees are working in same and similar kind of work, they are entitled to receive same and

similar wage at par with the regular employees on the principle of "Equal pay for equal work".

SC AIR 1987 P 1281 Mackinnon Mackenzie & Coy. Ltd. vs. Audrey D'Costa and another.

- (g) Arguing further it was stated by the Union that the rights and benefits conferred on the workmen employed by a contractor under the CL(R&A) Act, 1970 and Rules made thereunder are clearly intended to ensure basic human dignity to the workmen and if the workmen are deprived of any of these rights and benefits to which they are entitled, that would be a violation of Article 21. This exactly is what is happening in SECL in regard to these TIR mazdoors. Union cited Supreme Courts decision in this regard in the case of people's Union for democratic rights vs. Union of India 1982 LIC 1646 Para 11. The SECL cannot disown the responsibility of proper legitimate wages, other adequate service and working conditions including regularisation of involved workers on company's rolls.

- (h) It was also argued by Shri Nathulal that assuming that the involved workers are so called contractors' workers, these workers are working for the business of and profit for the employer in the Mines premises of SECL. Required material to them is supplied by the management and their livelihood only depends on their present TIR work. Hence their real employer is SECL. In Support of this contention Supreme Court's decision in the case of Hussainbhai vs. The Alath Factory Tezilali Union & other 1978 LIC 1264 Paras 5 & 6 was cited. The presence of intermediate contractors with whom alone the workers may have immediate or direct relationship is of no consequence. When on lifting the veil, we discern the naked Truth though draped in different perfect paper arrangement, that the real employer is the management, not the immediate contractor.

5.8 Concluding his logically argued case, Shri Nathulal stressed that from the documents on record, evidences on behalf of workmen and even from management, it is evident that the workmen under dispute are having employee-employer relationship with the management-SECL, and the contractors are mere name lender i.e. a paper device to deny the lawful rights of the poor workers as well as to defeat the purpose of law. These workmen are entitled for absorption on Company's rolls and same and similar wages at par with the employees engaged by the SECL on Tub-repairing jobs with all other fringe benefits from the date they have been in actual employment.

5.9 In view of the aforesaid, the Union prayed that the Arbitrator may be pleased to hold that the demand of the Union is justified and these workmen are entitled to be departmentalised in the rolls of the Company from the date they are actually put on work with other reliefs.

6. Findings and substantive Award

On the basis of the arbitration agreement reached between the management of Hasdeo Area of SECL and the MPKMS (HMS) under Sub-Section (1) of Section 10-A of the I.D. Act, 1947 agreeing to refer the instant dispute to my arbitration, the Central Government released an order on 6-3-89 for publication of the said agreement in pursuance of sub-section (3) of Section 10-A of the said Act. On its receipt by the arbitrator, the reference was numbered as 3 of 1989. The other three organisation of workers operating in Hasdeo Area who were concerned and interested in same dispute also signed arbitration agreements separately with the management of SECL/Hasdeo Area on 20th, 22nd and 23rd September, 1989. The Central Government released their arbitration agreements for publication on 5th October, 1989. The names of these unions, dates of their agreements, date of release of Cental Government Orders and the reference number allotted by the Arbitrator are indicated here-under :

Sl. No.	Union	Date of Arbitration Agreement	Date of release of Govt. Orders	Reference No. allotted by Arbitrator
1.	R.K.K.M.S. (INTUC)	20-9-89	5-10-89	4 of 1989.
2.	S.K.M.S (AITUC)	22-9-89	5-10-89	5 of 1989.
3.	N.C.W.F.	23-9-89	5-10-89	6 of 1989.

All these four references i.e. 3/89, 4/89, 5/89 and 6/89 relate to the same issue viz. the justifiability of the demand of the union for departmentalisation of contractual work/ workers for Tub-Repairing Jobs of Hasdeo Area, hence common findings and a common substantive Award is being given based on their written statements re/indern, evidences—documentary and oral and arguments—oral and written.

6.1 All the parties—S.F.C.L. and the Unions were offered all reasonable and full opportunity to enable them to present their case right from the stage of filing their written statement upto and including submitting written arguments. I have examined and considered the respective relevant contentions of the parties.

6.2 Before examining other connected issues involved in this case, let me dispose of one aspect emphatically pleaded by Shri Varman and Shri Mehta on behalf of employers regarding prayer to the Arbitrator to refer the issue to a committee under the C.L. (R & A) Act, 1970 or to Chief Labour Commissioner (Central) to examine whether the Tub-repairing job could not be carried on through contractual means. They have perhaps in mind the Central Advisory Contract Labour Board constituted under Section 3 of the C.L. (R & A) Act and/or the committee of the Board which the Central Board may constitute under Section 5(1) of the Act read with Rule 16(1) of the Contract Labour (Regulation and Abolition) Central Rules, 1971. It need not be overemphasised that the C.L. (R & A) Act is an exclusive legislation for the purpose of regulation or abolition of Contract Labour.

The special Act excludes the operation of general law. The I.D. Act is a general enactment which applies to all industries and all workmen coming within its fold and to every industrial dispute within the meaning of the Act. The C.L. (R&A) Act is a special enactment applicable only to the subject of contract labour. It is exclusive, self-contained and specially made for meeting the special problem of contract labour. It is the appropriate Government which has the powers u/s. 10(1) of the C.L. (R&A) Act to consult the Central Board in matters relating to prohibition of employment of contract labour in any process, operation of other work in any establishment. It is only on a reference by the Government that the Board is required to take into consideration any every connected question. It can thus be concluded that the jurisdiction to decide about the abolition of contract labour or to prohibit the employment of contract labour has to be only in accordance with section 10. The question has to be left to be dealt with by the appropriate Government under the Act if it becomes necessary. Having taken recourse to voluntarily refer the instant dispute to arbitration under section 10-A of the I.D. Act, 1947, the employers should not expect the Arbitrator to do something which is beyond his competence. The arbitrator cannot give direction to Government in this regard. In any case, the terms of reference to me are for departmentalisation of contractual work/workers and not for abolition or prohibition of contract in Tub repairing jobs. The employers' suggestion is hence rather misconceived and irrelevant. Why adopt dilatory tactics once voluntarily the issue is referred for arbitration to get the industrial dispute resolved once for all which is lingering on for years.

6.3 The parties have strenuously argued over the point whether the Tub-repairing jobs for which besides the nucleus of permanent workers, the contractual workers are also employed, is incidental to and connected with the main activity of the coal industry and is of a perennial and permanent nature. The employers do not dispute that in the underground mines, coal is blasted and loaded. For bringing the coal to surface, tubs are used. These tubs are loaded with coal underground and brought to the surface. The work of raising coal from underground in a Track-mining cannot be imagined without tubs. The tubs are always in use for raising coal from underground to the surface and from surface to the bunker/loading point. These tubs are a device or means of transportation for coal so produced underground. Maintenance or repairs of tubs in the mines premises is hence incidental to and necessary for the coal industry. I am of the view that the expression 'incidental to or necessary for or connected with' should be so construed so as to include any activity which has some nexus, even if remote, with the process of coal production. Maintenance of tubs has rather a proximate relationship with the main activity of the mine.

6.3.1 Let me now examine the term 'Permanent' and 'Perennial'. The term Perennial has been used in clause (b) of Sub-Section (2) of Section 10 of the C.L. (R & A) Act as well as in clause 11.5.1 of the N.C.W.A. III and IV but the term Permanent in this

context is used in N.C.W.A.s only. The word 'Permanent' means 'lasting'. The expression engaged on a permanent nature of work throughout the year is intended to mean engaged on a permanent nature of work lasting throughout the year and not 'engaged throughout the year on a permanent nature of work.' The work should be of a permanent nature and should last throughout the year.

In deposition/during cross examination management witnesses have said :—“So long as mines are working this tub repairing work as and when required will also continue as hitherto”—MW 1 “Jobs which have to be done continuously for a very long period is permanent work. Coal production is a permanent work. Tubs are directly related to production of Coal”—MW 1, “Every activity of the mine is linked with production directly or indirectly. Without Tubs the production from under ground is not possible” MW 2.

“The Tubs when prepared/repared by contractual workers are used for production of coal by the Company which is the Principal Employer”—MW 3.

Thus when the Tub-repairing job has been continuing from the beginning of the working of the coal mines and will continue till the coal mining industry is there and when coal production is a permanent work and Tubs are directly related to production of coal to infer that the Tub-repairing work is a permanent work. Had there been any other inference why should the employer engage even a nucleus of permanent Tub-repairing mazdoors/Mistries ?

6.3.2 The expression 'Perennial nature' has been explained in the clause itself (clause (b) of Section 10(2) of the C. L. (R&A) Act, 1970) meaning.

“of sufficient duration having regard to the nature of industry, business, manufacture or occupation carried on in that establishment.”

The employers in their pleadings and their witnesses in their deposition have been denying the contentions of the union(s) that Tub-repairing work is of perennial nature.

They perhaps feel it is of intermittent or casual nature of work. The shorter Oxford Dictionary defines the word intermittent as “that intermits or ceases for time; coming or operating at intervals”. As far as casual is concerned anything which is in the area of expectancy and can be foreseen cannot be aptly described as casual. Hence let us see whether the Tub-repairing job is intermittent. The C. L. (R&A) Act does not define this term also. However, the explanation to Sub-section (5) of Section 1 merely says that work performed in an establishment shall not be deemed to be of an intermittent nature if it was performed for more than one hundred and twenty days in the preceding twelve months. In reference No. 3189 the union has filed number of documents viz.—

W 23 The Colliery/unit wise summary of the year/month wise attendance of Tub-repairing Mazdoors.

W 24 A good number of affidavits sworn in by workmen before NOTARY of Executive Magistrate Manendragarh.

W25 Attendance Registers West JKD

- (1) Dalbir Contractor 1979—August, 1984
- (2) Bankelal Contractor 1982—August, 1984
- (3) Motilal Contractor 1982—November, 1985.

These three attendance-cum-payment registers had been inspected by the then Labour Enforcement Officer (Central) Chirimiri on 3-12-86 and each register signed. Remarks are

W25 Attendance Registers West JKD

Signature
S. D.SINGH,
3-12-86

L.E.O. (C) Chirimiri.

The LEO(C), Chirimiri's visit to workshop of West JKD S. E. C. L. on 3-12-86 for inspection under C. L. (R & D) Act, 1970 is corroborated by document W 13 filed in Ref. 3/89. The register of Shri Bankelal also shows that in August, 1984 Shri Bankelal S/o. Chudami was working with 12 other workmen. Their attendances ranged between 21 and 26 days during that month and they were being paid then @ Rs. 8.40 per day. Most of the witnesses on behalf of workmen have deposed that they have been working for more than 7 to 10 years and they work on all the working days at the mines and do the tub-repairing jobs. In para 5 of its rejoinder the S. E. C. L. had admitted that Tub-repairing job is going on throughout the year but is not regular job. This all can not be termed as 'non-perennial' job as attempted to be projected by the management. I am inclined to believe the testimony of the workers witnesses as it is corroborated by documentary evidence produced before me

6.4 Great emphasis has been laid by the parties in arguing whether the Tub-repairing work is such which prohibits employment of contract labour for it. The employers have filed one document at M-5 which is a circular letter dated 17-2-87 issued by Addl Chief Personnel Manager, S. E. C. L. mentioning about the 3 notifications issued by the Ministry of Labour u/s 10(1) of the C. L. (R & A) Act 1970. Notification dated 1-3-77 is not relevant to the issue and notification dated 25-7-83 is also not relevant as it relates to coal washeries. The only notification which is relevant here is the one dated 1-2-75. But that stood superseded vide Ministry of Labour notification dated 21-6-1988. However, in reference No. 3/89 the MPKMS (HMS) had filed the current notification (W 14).

Rights from the stage of written statement filed on 8-5-89, the employers have been consistently holding a view that Tub-repairing is not a prohibited item under C.L. (R & A) Act, 1970. The Unions have expressed differently on this aspect :

Ref 6/89 "Tub repairing is also not enlisted in Prohibited category."

(Para 17 written arguments).

Ref 5/89 "List of Prohibited employment in Coal Mining notified by the Central Govt. under C. L. (R & A) Act is not all exhaustive and can not be so";

(Para 1 written arguments).

Ref 4/89 "Tub repairing job is directly connected with coal raising/production. Coal cannot be raised/produced without the use of Tubs in Track-mining.

The raising of coal is a prohibited category of work under section 10(1) of C. L. (R & A) Act. (Para 9 of written arguments)

Ref 3/89 "Tub repairing job is related directly with the production of coal and under the notification it is under the prohibited type of category."

(Para 5 of written arguments).

Those of the unions who expressed the view that existing notification does prohibited Tub-repairing work could not convince precisely and in cogent manner to enable one to agree with their view point. Their main thrust was that as Tub-repairing work is necessary for the coal mining and as it is permanent and of perennial nature the C. L. (R & A) prohibits automatically such work to be carried out by contractors/contract labour. Such an approach in such important matters can not stand to reason. Section 10 authorises the Government to prohibit the employment of contract labour in any process, operation or other work in any establishment. It has prohibited some operations/works in other industries including in non-coal mines viz. :—

		Notification dated
Buildings	Sweeping, cleaning dusting and watching the haul lines.	9-12-76.
Iron Ore Mines	Drilling & Blasting (Among 2 other operations)	10-6-80.
Lime Stone/ Dolomite and Manganese Mines	Overburden removal; Drilling & Blasting	15-12-79.
Chrome Mines	Drilling and blasting; Transportation of overburden to dumps and Ore to stocking sites.	8-12-84.
Mica Mines	Dewatering of mines; Muck removal Drilling & blasting (Among 2 other operations)	8-12-84

If Govt. had intended to prohibit Tub-repairing work by contract labour it could have included this operation or work by specific mention in its relevant notification. Since the Govt. is empowered to prohibit contract labour by following the procedure and in accordance with the provisions of the Act other forums including industrial Tribunal shall have no jurisdiction.

6.5 The wage structure and other conditions of service including the fringe benefits of the employees in the coal industry are covered under the recommendations of the Central Wage Board for the Coal Mining industry as accepted by the Govt. of India and made applicable w.e.f. 15 August, 1967; the National Coal Wage Agreement I, II, III and IV. The provisions of N. C. W. A.—III are in operation from 1-1-83 and N. C. W. A. IV from 1-1-1987. These are industry-wise Bi-partite Agreements. The clause 11-5-1 of both these agreements are worded as follows which are identical in toto :—

“11-5-1 Industry shall not employ labour through contractor or engage contractors labour on jobs of Permanent and Perennial nature”.

While the caption of this clause in 11.15 in N. C. W. A. III is “Abolition of contract labour” in NCWA—IV caption in 11-5-0 is merely “contract”.

It was argued by the unions that due to their insistence to follow NCWAs in letter and spirit in this regard, the SECL management departmentalised the contractual work/workers engaged in coal Transportation work and then subsequently Mud-Pallet makers (Cota makers) vide agreement dated 27-12-86 reached by CECL Hasdeo Area management and 4 unions. Despite assurances to departmentalise Tub-repairing Mazdoors, the SECL did not honour its commitments in this regard so far.

6.6 The Unions in ref. No. 3/89 and 6/89 had filed petitions before the arbitrator on 25-4-89 and 10-1-90 respectively praying for summoning inter-alia Registration Certificate under the C. L. (R&A) Act '70 in respect of Sub-Area/Coalleries in Hasdeo Area. Suitable directions were given accordingly to the management.

But till the end of the hearings, the Registration Certificate(s) were not filed. Inference was drawn that P. E.(s) had not obtained any Certificate of Registration as required u/s. 7 of the Act. Union in reference No. 3/89 pleaded that in the light of Karnataka High Court decision in F.C.I. vs. Loading and Unloading Workers Union 1987-1-LLJ-407 the Tub-repairing Mazdoors of the so called contractors would be the employees of S.E.C.L. In another case quoted by the Union 1988-LAG-I.C. 730. Punjab and Haryana High Court (F. C. I. vs P.O. C.G.I.T. Chandigarh and another), the Dy. Manager, F.C.I. in his affidavit had not mentioned that it possessed registration certificate for the relevant period hence that case is to be distinguished as the facts differ in the present case in arbitration.

In its rejoinder dated 16-8-89 in para 7, the employers had denied (in case No. 3/89) that provisions of C. L. (R&A) Act/Rules have been violated by the management in respect of registration etc. By not producing the Registration Certificate the employers had left the parties guessing as to when they had obtained it and was relevant for which period of time. However, depositions of

two senior management witnesses are speaking in this behalf.

MW 1—Shri S. D. Tripathi:—Cross by N.C.W.A. Dy. General Manager

“In my both units viz. West JKD and ‘B’ seam the mines are registered under C. L. (R&A) Act.”—Sub-Area Manager.

MW 3—Shri S. K. Mitra:—Cross by M.P.K.M.S. (HMS).

“We have obtained Registration certificate from the Registering Authority under the C. L. (R&A) Act and have sent the names of all contractors to the ALC (C”.

It would have been in the fitness of things on the part of the employers to produce the registration certificates on their own and at least after these were prayed for by 2 unions and the arbitrator had directed them to do so but this was not done for the reasons best known to them. Anyway I have no reason to disbelieve the above extracted oral evidence tendered before me by two very senior officers functioning in Hasdeo Area (MW 1 and MW 3)

6.7 The management has been all through maintaining that no tub-repairing contractor was employing more than 20 persons hence they did not require any Licence under the C. L. (R & A) Act, 1970. No union has proved that any particular contractor who was legally required to obtain a licence had failed to do so.

6.8 It is an accepted position that for carrying out the work relating to (a) fitting of new Tubes and (b) Repairing/maintaining of existing Tubes the employers have two sets of workers, one the permanent Tub-repairing Mistries/Mazdoors on the rolls of the S.E.C.L. and other Contractual workers who are shown as employed by the contractors. Most of the ‘contractors’ are senior experienced hands who have been working themselves as ‘workman’. As per the list of the contractors engaged in Tub-repairing jobs as furnished by the management on 9-3-90 in case No. 6/89, there are about 19 “contractors” in eleven units. One Shri DALBIR s/o Chitu who is one of the three contractors at West JKD Colliery ever since he was authorised to do the job of (Tub-repairing vide Manager, West JKD Colliery's letter dated 5th March, 1976 has been working as a workman also. He deposed before me in that capacity on 17-6-90 as WW 1 in case No. 3/9.

According to him there are 40 workmen who are divided in 3 gangs, the Incharges being Dalbir Motilal/Bankelal who on papers are shown as contractors. He has been working as Tub-repairer since 1975-76. The Foreman of the company supervises their work and distributes the job. Sometimes the Engineers also visit workshops—the place where they work to supervise and check their work. He is illiterate and has merely picked up alphabets to enable

him to affix signatures. The Foreman prepares bills and obtains his signatures. The cross examination was very revealing in which he stated that no work order is given to him and other gang incharges before the commencement of work. When Bills are prepared work orders are attached and their signatures obtained. After the bills are processed these are carried to Accounts department with pay orders by him, when Cash payment is made to him he equally distributes to individual workman of his gang. While paying the wages to workmen, their nagas (absence) are duly considered.

6.9 While the employers and their witnesses maintained that work of contractors is supervised by contractors themselves though Engineers/Managers may visit in between to check the work and its progress, the unions and their witness refuted it. In case No. 3/89 document at W 27 unfolds different picture according to which Supdt. (M)/Manager of Jhimar Colliery through office order dated 28-9-87 had asked Chargeman to look after the job of Tub-repairing in addition to his charge of No. 4 incline bunker.

This incumbent Shri Kesho Yadav had deposed before me as WW-3 in case No. 3/89. He has been working as F/M mechanical in Jhimar Colliery of Ramnagar Sub-Area. In that colliery there are departmental as well as Contractual workmen for Tub-repairing jobs. In cross examination he says 'we have 2 gangs under 2 Incharges whom we call contractors or Incharges. Each gang has 10 workmen. Work allotment is explained and no work order is given.

In March 1990 on management orders for production tempo, these 2 gangs were sent underground for tub-repairing work. All work in all through March was done underground and no tub-repairing job done in surface."

6.10 This then amply shows that the contractual workers for tub-repairing work do not only work on surface/in workshop. They may be primarily meant for being engaged on work on surface but at times are being sent for work connected with TUBS in underground. Similarly the departmental Tub-repairing mazdoors are primarily engaged on work in underground and in spare time are used on surface also as deposed by MW3. The nature of work of contractual Tub-repairing mazdoors and departmental tub-repairing mazdoors is absolutely identical.

6.11 We have seen above what type of 'contractors' are engaged by the employers. The management does not enter into agreement for tub-repairing work as for all jobs involving less than Rs. 25,000 there is no agreement system in awarding contract work. The agreement is entered into in SFCL when at a time the work exceeds worth Rs. 25,000.

The awarding of work to contractors is done by S.A.Ms because they have financial powers in the hierarchy (Cross of MW1 by Shri G. P. Sharma).

6.12 Truly speaking a contractor is a person who in the pursuit of an independent business, under-

takes to do specific jobs of work for other persons without submitting himself to their control in respect of details of work. There is a clear cut distinction between a Contractor and a workmen; and that the identifying work of the latter is that he should be under the control and supervision of the employer in respect of the details of the work. In the matter of directing what work the employee is to do but also the manner in which he shall do his work. How far the workmen—contractors in Tub-repairing work might be in a position to control and supervise is anybody's guess particularly when they are illiterate or at the most semiliterate.

6.13. Very divergent submissions have been made in regard to place of work of contractual labour on surface. Unions and oral evidences on their behalf holding that the work is done in collieries workshop and employers and deposition on their behalf maintaining it is not done in company's workshop. However, it is revealed that even if it is not done in workshop but done in tub-repairing sheds, it is very adjacent to the workshop. These sheds are prepared out of materials of the S.E.C.L. The sheds are very much within the precincts of the mine. Above all, the materials required for repairing and fitting of Tubs are supplied by the management. (Cross exam. of MW 1 by MPKMS (HMS) in case No. 3/89.

Thus, these contractual workmen work in Tub-repairing sheds or workshops and being within the precincts of the mine are included in the term "mine" as per section 2(1) (J) of the Mines Act as substituted in 1983. Further more, these workmen are also persons employed in a mine as per Section 2(1) (h) (iii) as they are servicing/maintaining/repairing Tubs which are "machinery used in or about the mine".

6.14 Much has been stated on the issue of vocational Training by both the parties. Those who work within the premises of the Mines whether direct employees of the employer or contractual workers are to be imparted vocational Training. The main purpose is to make them conversant with safety provision—safety of persons as well as safety of equipment. Relevant Rules framed under the Mines Act stipulate all require Training. The Training is required under chapter III of the Mines Vocational Training Rules, 1966 for employment in a mine on surface, in open cast working and below ground. These certificates do prove that its possessor had been "employed in a mine on surface/below ground." These certificates are granted by V.T. Officer who is normally an under-manager or Asstt. Manager in the capacity of Training Officer. In case No. 3/89 at exhibit W 9 are specimen 39 V.T. Certificates. Duplicate copy is given to the Trainee and Original is with V. T. Centre. Thus, the employer does possess on record the details of many contractual workers in Tub-repairing jobs who have undergone this Training.

6.15 It is an admitted fact that the Tub-repairing jobs are done by the departmental workers as well as contractual workers. The work is same and

similar in nature. The working conditions, working place also same. The job of both are in the same mine (workshop of TIR shed provided by the management). All materials and tools are also supplied by the Colliery management. Both sets work in the same establishment owned by the same management. The contractual work has been going on in the area from 1976 or so. Many contractors who as senior and experienced workers themselves are consistently been in position for a number of years. They work in gangs mostly consisting of 10 to 14 workers and they too have been working for a number of years. The 3 attendance-cum wages registers filed in reference 3/89 which were checked by Labour Enforcement Officer (Central), Chirimiri amply corroborate the findings.

6.16 While the demand for departmentalisation was taken up by the unions at IR system of the Company including the Company HQs. and nothing tangible was coming out, the MP KMS (HMS) filed a dispute before the ALC (C), Shahdol for different units in July, 1986 and withdrawing it, a consolidated dispute was filed in July, 1987. The I.D. was mainly for regularisation of workers on company's roll and claiming arrears under NCWAS-II/III. The said Union's dispute was relating to named 175 workers from 10 units of Hasdeo Area. The Union had also filed a complaint on 1-12-87 before the C.L.C.(C), New Delhi claiming equal wages for workmen at par with the principal employers' tub repairing mazdoors. The CLC(C) vide his letter dated 17-6-88 had asked the General Secretary, M.P.K.M.S. (HMS) to furnish various details including Contractors Names/addresses, contractual workers' names/addresses, names of departmental Tub repairs mazdoors etc. The union had sent all these details on 4-7-88 to CLC(C). On employer's taking a stand that on the same issue an I.D. was pending before ALC(C) and it was likely to be settled in bipartite discussion/conciliation or arbitration, CLC's proceedings were closed on 17-8-88. In the meantime, the Hasdeo area authorities had collected details from their SAMS and as a policy decision was necessitated, the issue was examined in depth by the P.M. (HSD) and a note submitted to C.G.M. (HSD) in April, 1988 who in turn sent it to D.P. S.E.C.L. A copy of note was filed by the union as their document No 13 (Pages 34 to 37). The employers representative during the arbitration proceedings held on 18-8-89 had not admitted it. During the cross examination of MW-3 by Shri Nathulal of M.P.K.M.S. (HMS) on 22-5-90, this document was proved as MW-3 recognised signatures of both Shri G. K. Prasad, PM (HCD) and Shri P. N. Mathur, CGM (HSD). Further, during arguments on 12-7-90 during concluding observations SECL's representative observed that this 4 page notesheet was of the management and union had managed to get its photostat copy without any authority. It was no doubt an internal note but it not being secret or confidential the union, to substantiate this case had filed it as a document. After all in every judicial or quasi-judicial proceedings the aim is to find the TRUTH. How can a material which is on record

could be ignored? On the basis of list of workmen submitted by the union to ALC(C)CLC(G)IC management and enquiry already caused through SAMSS even before April 1988, now for the management to say that the union's list may not be given cognizance does not appear to be proper, when the list at W-7 filed in case No. 3/89 was admitted and not denied by S.E.C.L. Similarly the RKKMS (INTUC) had filed a list of 26 workmen—22 from South JKD and 4 from North JKD during arbitration on 10-11-89 at W-8 in case No. 4/89. The document was also not denied by S.E.C.L.

6.16.1 The S.K.M.S. (AITUC) in case No. 5/89 and NCWF in case No. 6/89 had not filed any such list before arbitrator. However, in oral evidence the SKMS has produced two witnesses WW-1 & WW-2 both from Rajnagar Colliery, NCWF had produced two witnesses from Bijuri and one from Rajnagar. WW-1 was a ex-workman from Bijuri, WW-2 from Rajnagar Colliery and WW-3 from Bijuri deposed that they were contractual workmen on tub-repairing jobs. On minute scrutiny it reveals that the lists filed in cases 3/89 and 4/89 do not contain names from Rajnagar Colliery where 23 workers are reported to be working.

6.16.2 The management need not falter unnecessarily as being a public sector undertaking and law abiding employer, all records relating to contract labour must be being maintained by them under the Mines Act, 1952 viz.

- (i) Names of all such contractual workmen in form B Register,
- (ii) Record of attendances in Registers in Form-D or E, which are to be maintained by the Register keepers/attendance clerk who are company's direct employees and not of contractors. Clarification in regard to amended definition of 'a person employed in mine' given on 1-2-85 by Director of Mines Safety, Jabalpur, refers.

6.17 Let me now examine how the wages and other conditions of service in respect of departmental and contractual workers prevail. The workers engaged in tub repairing jobs and are on the rolls of company have been covered by Central Wage Board for the Coal Mining Industry and NCWAs-I, II and III and currently NCWA-IV which is in force from 1st January, 1987. The tub-repairing mazdoor is placed in category-II and tub-repairing mistry in Cat.-IV.

We are concerned here with tub-repairing mazdoors only. The Cat. II as per revised NCWA-IV carries pay scale of Rs. 39.34-0.85-51.24. The basic daily rate and D.A. both added enables a departmental tub-repairing mazdoors to get somewhere in the vicinity of Rs. 63/- per day. So far as contractual workers on tub-repairing jobs are concerned, the employers have been maintaining that they are on piece-rate but in fact they are not. The position is that there are rates fixed on piece-rate for different types of jobs involved in tub fitting and repairing. Depending upon the number of new tubs to be fitted and tubs to be maintained,

sanction is obtained by the Colliery Manager and work assigned to the contractor on that basis. As deposed by MW-1 after every month the work done by the contractor depending on the items attended for which piece-rate is fixed, the bill is prepared which is certified by the Colliery Engineer and the payment is made to the contractor. The G.M. schedule of rates presently, in vogue vide circular dated 29-1-83 document at M-1 is applicable to ancillary jobs like repairing of Coal Tubs got done through Petty Contractors. This specifies items of work and rates viz., complete fitting of the new coal tubs i.e. fitting of underframe, drawbar, pedestals, wheels and axles, caoupling etc. = Rs. 18.

The Petty Contractor, when he gets the amount in cash, he distributes it equally amongst all workmen of his gang including himself as deposed by one of the petty contractors Shri Dalbir S/o Late Shri Chaitu WW-1 in reference 3/89. The records show their "daily rate". The evidences on behalf of workers even in cross-examination have revealed that they get between Rs. 14 to 19 per day. The Petty contractors are paid for different types of jobs on Piece-rate basis but the Tub-repairing mazdoors are in practice paid time-rate. While some contractors pay Rs. 14/- per day, in some collieries others pay Rs. 19/- per day. This time rate payment to mazdoors has been proved through documents and workers depositions. What a substantial difference between this rate actually received by the contractors' workers and the amount of about Rs. 63/- per day paid to the departmental tub-repairing workers!

6.18 A departmental tub-repairing mazdoor gets

- (i) High basic wage,
- (ii) Special dearness allowance,
- (iii) Fixed D.A.,
- (iv) Variable D.A.,
- (v) Quarterly attendance Bonus at the rate of 10% of basic wage,
- (vi) Annual increment,
- (vii) Annual leave with wages,
- (viii) Sick leave at the rate of 15 days with full pay in a calendar year,
- (ix) Casual leave with pay,
- (x) Eight National/Festival Holidays,
- (xi) Medical facilities,
- (xii) Educational facilities,
- (xiii) Leave Travel Concessions etc. etc.

as against all this, the contractual workers get only the daily rate ranging between Rs. 14 to 19..

6.19 The Hon'ble Supreme Court in number of decisions have held that if the employees are working in same or similar kind of work they are entitled to receive same or similar wages at par with the regular employees on the basis of "Equal pay for equal work" and there should be no discrimination in other conditions of service. Public Sector undertakings are

expected to function like model and enlightened employers.

6.20 In S.E.C.L. itself in other areas viz. Baikunthapur, Korba, Chirimiri, Sohagpur Tub-repairing work is done by departmental labour only.

In Hasdeo Areas itself in all the eleven units permanent Tub-repairing mazdoors/mistries are employed as nucleus. When the Sub-repairing work is necessary for Coal raising productions, when the work is available all through the year further when it is done through regular workmen already in other areas and in Hasdeo area itself, there is no reason to allow it any further on contractual basis in Hasdeo area.

6.21 Scrutiny of a large number of documents filed, reveal that as back as in Feb. 1975 the M.P.C.W.F. had discussed the issue of entitlement to same benefits/facilities to the contractors' workmen as were available to their corresponding categories employed by Principal Employers. O.S.D. (IR) C.M.A.A. (Western Divn.) Nagpur and M.P.C.W.F. discussions of 7-2-75 refer (W-o in Case No. 6/89). Record note of area level meetings in March, 1986 between S.E.C.L. Hasdeo area and M.P.C.W.F. shows that departmentalisation of Tub-repairing Mazdoors, Gota makers is being taken in phased manner (W-8 in Case No. 6/89). The battle over the issue was on and on. In Company level meeting held on 13-10-84 with the R.K.K.M.S. it was agreed by the then W.C. Ltd. Management that in regard to departmentalisation of Tub-repairing mazdoors, a final decision will be taken and communicated within a month. (W-1 in ref. No. 4/89). With M.P.K.M.S. (HMS), the discussions were held on various occasions. On 5-1-88 the record note (W-10 in ref. 3/89) says "the management has accepted the need for departmentalisation of Tub-repairing mazdoors of Hasdeo area. The management has not said 'no' to the union on this issue". The record note of 11-1-88 between Hasdeo Area officials and M.P.K.M.S. (HMS) (W-11 in ref. 3/89) shows that "the management had not refused to departmentalise the work of Tub-repairing. The management exercise in this respect has already started. The entire process is likely to be completed within next six months". The S.E. C.L. by giving such an assurance had requested the union to contain its agitation.

6.22 The issue before me is not for abolition of contract system but merely of Justification in Union(s) demand for departmentalisation of contractual work/workers for Tub-repairing jobs. The management had time and again already expressed itself being inclined for departmentalising these workers as will be obvious from the preceding paragraph. My task has been made easy by management by going on record about it in various record notes and also by the unions by filing copies of such record notes as their documents.

6.23 (A) In my view examined in above findings, there is full justification in the case of the union(s). In the result, I hold that the demand of the union for departmentalisation of contractual work/workers for Tub-repairing jobs in Hasdeo area is JUSTIFIED.

(B) As the issue has been alive for years and the union(s) has been consistently pursuing it, the ends of justice will meet if the departmentalisation is done from 1st December, 1988 in which month the conciliation Officer [ALC(C) Shahdol] drew up a conciliation settlement making the S.E.C.L. Hasdeo Area management to agree for Arbitration and resolve the issue once for all.

(C) After departmentalising these workers, from 1-12-88 with all consequential benefits, if the management finds subsequently that there is overstaffing in this category, it may divert the excess Tub-repairing mazdoors in other jobs in any of the Sub-Areas of Hasdeo Area ensuring that they continue to get category II wages and all other benefits available to cat. II employees.

(D) In the circumstances of the case, no order as to costs.

I AWARD accordingly.

6.24 Before parting, I place on record the unstinted cooperation given to me by employers and the Union(s) during the Arbitration proceedings and for extending time, from time to time to enable me to release this AWARD.

H. G. BHAVE, Jt. Chief Labour Commissioner
(Central) Retd. and
Arbitrator

Place : Nagpur.

Date : August 30, 1990.

[No. L-22025(4) | 89-JR(Coal-II)]

का. आ. 2519.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में केन्द्रीय सरकार हसदेव ऐरिया आफ एस. ई. सी. एल.—पोस्ट साउथ जे. के. डी. काल्गी के प्रबन्धन के संबंध नियोजकों और उनके कर्मचारों के बीच, अनुबंध में निविष्ट औद्योगिक विवाद में मध्यस्थ श्री एच. जी. भावे के पंचपट को प्रकाशित करना है, जो केन्द्रीय सरकार को, 6/9/90 को प्राप्त हुआ था।

S.O. 2519.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Arbitrator, Shri H. G. Bhave Nagpur as shown in the Annexure in the Industrial dispute between the employers in relation to the management of Hasdeo area of S.E.C.L. Post South JKD Colliery and their workmen, which was received by the Central Government on 6-9-1990.

ANNEXURE

BEFORE SHRI H. G. BHAVE, JOINT CHIEF
LABOUR COMMISSIONER, (CENTRAL) RETD.
AND ARBITRATOR NAGPUR

Reference No. 6 of 1989

In the matter of Industrial Dispute between the employers in relation to the management of Hasdeo Area of SECL, P.O. South JKD Colliery, Dist. : Surguja, M. P. and their workmen represented by National Colliery Workers Federation, P.O. Rajnagar Colliery, Dist : Shahdol (M. P.) regarding the issue of departmentalisation of contractual work|workers for Tub-repairing jobs of Hasdeo Area.

APPEARANCES :

On behalf of Employers : 1. Shri R. K. Mehta,
General Manager (P&A) SECL, BILASPUR.

2. Shri J. R. Varman, Dy. CPM SECL, Hasdeo Area.

On behalf of workmen : 1. Shri G. P. Sharma
General Secretary NCWF.

2. Shri B. N. Singh, Vice President NCWF.

State : Madhya Pradesh INDUSTRY : Coal Mining

AWARD

The authorities of the Hasdeo Area of South Eastern Coalfields Limited, P.O. South JKD Colliery and the National Colliery Workers Federation, P.O. Rajnagar Colliery, Distt. Shahdol (M. P.) signed an agreement on 23-9-89 under Section 10-A of the I. D. Act, 1947 read with Rule 7 of the I. D. (Central) Rules, 1957 agreeing to refer the instant dispute for my arbitration under the Act. Accordingly, vide its order No. L-22025(4) | 89-JR (Coal-II) III dated 5-10-89, the Central Government released the said arbitration agreement for publication in the relevant Gazette of India in pursuance of sub-section (3) of Section 10-A of the said Act referring for my arbitration the following dispute :

"Whether the demand of the Union for departmentalisation of contractual work|workers for Tub-repairing jobs of Hasdeo Area is justified ? If not, to what relief the workers would be entitled to".

2. According to the terms of the written agreement referring the dispute for arbitration, the Award was to be given within a period of three months or within such further time as is extended by mutual agreement between the parties in writing. This time limit was extended from time to time by the parties and it was last extended on 10-7-90 upto 31st August, 1990.

3. On the basis of an arbitration agreement between the SECL and the MPKMS (HMS), the same dispute was referred to for my arbitration and an order to this effect was released for Publication by the Central Government on 6-3-1989 and that reference

when received by me was numbered 3/89. The other 3 unions viz.

- (i) RKKMS (INTUC)
- (ii) SKMS (AITUC)
- (iii) N.C.W. Federation

operating in Hasdeo Area of S.E.C.L. were however, not parties to the said arbitration agreement reached between MPKMS (HMS) and SECL, but the said 3 unions being concerned in the dispute were pressing the Government for being given an opportunity of presenting their case before the arbitrator.

On 16-10-89 the Central Government vide Express Telegram informed the Arbitrator that Govt. orders referring the same dispute between SECL and the aforesaid 3 unions for arbitration to me was sent to Govt. of India Gazette for publication on 6-10-89 and copies sent to the arbitrator and the concerned parties. Hence the 3 separate Govt. orders when received were numbered as reference Nos. 4/89, 5/89 and 6/89. The employers, the Arbitrator and the terms of reference are absolutely same. The proceedings in reference No. 3/89 had advanced very much, but for evidence and argument same or very adjacent dates were fixed for all the four cases. Agreements for references and Unions being separate, the awards are given separately. This is one case among the said four references.

3.1 In the instant case a copy of the order of the Govt. of India dated 5-10-89 was received by me on 18-10-89. The notices were immediately sent to the parties on 27-10-89 fixing the first hearing of the case at Nagpur on 11th Nov. 1989. The last hearing of the case was held at Bilaspur on 10-7-90 (for the employers arguments) and on 14-7-90 (for arguments of NCWF). In between the SECL filed its written statement dated 9-11-90 on 11-11-90 and NCWF's statement of claim was filed on 11-12-89. The Union's rejoinder dated 20-12-89 was received on 30-12-89 and the employer's rejoinder dated 5-1-90 was received on 10-1-90. The NCWF filed copies of 11 documents/records on 10-1-90 and all these were admitted by the management during hearing on 10-1-90 these are marked W1 to W11. The employers filed 4 documents on 10-1-90 and 1 document on 16-4-90. The union denied all the four documents filed by SECL. The NCWF filed its petition during the hearing on 10th Jan. 1990 requesting the arbitrator to call for 7 specified documents from the management including Registration Certificate, names of all concerned contractors collierywise and their licences, names of contractors tub-repairing mazdoors, names of regular tub-repairing mazdoors etc.

The employers were given suitable directions. On 9-3-90 the Dy. C.P.M. SECL Hasdeo Area furnished names of collierywise Tub-repairing contractors in eleven units and the names of unit-wise departmental tub-repairing mazdoors and tub-repairing Mistries. The employees produced in all three witnesses MW 1 on 16-4-90, MW 2 on 17-4-90 and M 3 on 22-5-90. The Union cross-examined MW 2 on 17-4-90, MW 3

on 22/23 May 1990 and MW 1 on 8-6-90. The NCWF Produced 3 witnesses WW 1, WW 2 and WW 3 on 24th May, 1990, at Nagpur and they were cross-examined by Dy. C.P.M. SECL, Hasdeo Area. On behalf of SECL, Hasdeo Area (hereinafter called the employers) its case was argued on 10-7-90 by Shri J. R. Varman, Dy. C.P.M. Hasdeo Area and Shri RK Mehta, G.M. (P&A), SECL and on behalf of NCWF (hereinafter called the Union) on 14-7-90 by Shri G. P. Sharma, General Secretary. The parties were given opportunity to file their written arguments by 30-7-90 which was availed of by both. While the employers 12-paged written arguments is dated 28-7-90, the Union's 14-paged written arguments is dated 30-7-90.

Employers Case :

4. The case of the employers has been explained in its written statement dated 9-11-89, its rejoinder dated 5-1-90 and as elaborated at length during arguments on 10-7-90. Tracing the history of the case, Shri Varman highlighted that the coal industry was managed by private owners from the very beginning till early seventies of the century except that a Public Sector Company—NCDC had come into existence. The Government having realised that it is in the interest of the nation to have a uniform policy regarding coal mining which is the basic industry, nationalised the entire coal industry under the provisions of the Coal Mines (Nationalisation) Act, 1973. Various Coal Companies were following different patterns of working prior to nationalisation. Hasdeo Area, previously known as Jhagrakhand Area was earlier owned by M/s. Singhvi Calcutta. It was also nationalised under the provisions of the aforesaid Act of 1973.

4.1 In the underground mines, the coal is blasted and loaded. For bringing the coal to surface, tubs are used. These tubs are loaded with Coal underground and brought to the surface. The management of erstwhile Jhagrakhand Area thought it fit, in the administrative interest, to have the tubs repaired by private contractors. While it might be a fact that some repairers were also departmentally engaged, vast majority of the Tub-repairers, were engaged by Contractors and tub-repairing work was done through the Contractors Mazdoors. The private owners also felt that the tub-repairing job if done on contractual basis could bring better result with efficiency as the contractor has to complete the job within the time schedule. Thus, Tub-repairing job on contractual basis is not a new one but is being carried on from the pre-nationalisation days. The practice continued even after take over nationalisation and it was never objected to by any union or authorities from the Government machinery.

4.2 Explaining the awarding of contractual work, Shri Varman explained that as per conditions of the tubs which are brought from underground to surface for necessary repairs, the work is awarded to the contractor (who is also at times a worker) by giving work orders specimen filed marked M 2 on General Managers Schedule of rate which is filed and marked M-1. There are different rates for the different type of jobs on piece rated basis. The work is awarded to

the contractor and he completes the work within the time schedule and submits his bill to the appropriate authority for necessary payment. Specimen of Bills marked M-3. The payment is made to the contractor after it is found that the job done by him has been upto the mark.

Pay Orders specimen at M 4. The Contractor then makes payment to the workers employed by him directly. There is no employer-employee relationship between the contractor workers and the management. Since the job is on piece rate basis, it gives chance for the workers to earn more if the number of workers deployed is on the basis of actual requirement.

4.3 Besides the repairs of old tubs, management is also introducing new tubs from time to time to see that the badly damaged tubs are taken out of circulation and that there are less number of tubs for repairing with less number of contractors workers. To substantiate this point, Shri Varman drew attention to para 5 (Page 2) of their rejoinder which shows the number of new tubs introduced during the five year period ending with 1988-89. New tubs have been introduced regularly which will be evident from the following figures :

1984-85	410 Tubs.
85-86	421 ..
86-87	717 ..
87-88	814 ..
88-89	857 ..

Prior to above period also new tubs have been supplied on regular basis. This shows that tub-repairing job is purely of temporary nature and is done on "as and when required basis." There may be days together when there is no job for the tub-repairing workers as maintenance of tubs is also done in underground by departmental workers in all the units under Hasdeo Area. Inviting attention to oral evidences on behalf of the management, Shri Varman emphasised that MW 1. Shri S. D. Tripathi, Dy. G. M. WJKD Colliery had stated in his deposition that "the life of the tub is generally 2 to 3 years and varies with the condition of the workings. For new Tubs we hardly require any maintenance". Further MW 3 Shri S. K. Mitra, Sub-Area Manager, Ramnagar Sub-Area had deposed that "on an average, in a month the contractual workers do work for about 20-25 Tubs which include old and new Tubs in Ramnagar Sub-Area. Similar nature of work is got done in most of the Sub-Areas by contractors workers in Hasdeo Area." This all gives a clear idea that the tub-repairing job on contractual basis is not done regularly.

4.4 It was denied by employers that the contractors workers on Tub-repairing jobs are doing any permanent job or permanent nature of job. There is neither any law nor rule that for tub-repairing, employees should be employed by the owners themselves. Any work unless prohibited under the Contract Labour (Regulation and Abolition) Act, 1970 can be given to contractors. Tub repairing is not a prohibited item. Hence Shri Varman maintained that

employers are at full liberty to assign the tub-repairing jobs to contractors for their administrative and other convenience.

4.5 Regarding the point relating to supervisions, it was emphatically argued by Shri Varman that the work of Tub-repairing job done by contractor's workers is being directly supervised by the contractor and not by the management representatives. The contractor gets the work awarded and it is for him to see that the job is completed to the satisfaction of all concerned.

4.6 About the reliance on Vocational Training Centres' Certificates by the Union for admitting the claims for regularisation of contractors workers, it was forcefully argued by Shri Varman that training under V. T. Rules, 1966 is given to the departmental as well as contractors' workers to make them safety conscious. Under the V. T. Rules each and every worker whether regular or contractual is required to undergo training at VTC. This training of VTC of contractors workers cannot be taken as proof in support of their claim for regularisation on permanent roll.

4.7 Clarifying the legal requirements under the CL (R & A) Act, 1970 and the rules framed thereunder, Shri Varman asserted that sub-area as a unit is registered under the Act and as no contractor is engaging 20 or more workmen under him he is not required to obtain licence from the licensing officer. U'most care is taken to see that the provisions of law are not violated. There may be some violations which are subject to rectification but it does not give an opportunity to settle the claim of the union in its favour.

4.8 Meeting the point of the union about alleged exploitation of contractors' workers by not ensuring adequate and proper wages, Shri Varman alleged that it was rather the Union(s) who were exploiting the contract labour by inducting more and more persons to give them employment resulting in much more than the required number of workmen thereby resulting less payment to the workers as the jobs are on piece-rated basis. The strength of the contractors tub-repairing Mazdoors is absolutely disproportionate to the required strength in the light of the available quantum of work.

4.9 Meeting the Union's arguments based on the records of the discussions held with the management of WCL and then with SECL from 1976 to 1989 wherein it was agreed that the contract system on sub-repairing jobs will be abolished, the employers clarified that management has got the right to reconsider on the decisions already made, as mining is a very unsystematic type of industry where the proposed plans are changed on account of the sudden closure of mines due to reasons of safety of mines and workers.

4.10 The NCWF has taken a stand that the Gota makers (Clay Cartridge Mazdoors) are covered under the recommendations of Wage Board and NCWAs but it was also done by contractors labour or through the contractors but due to insistence of unions the Gota

makers have been departmentalised as permanent colliery employees. On these lines the tub-repairing mazdoors of contractors also deserve to be departmentalised. Shri Varman argued that the two jobs of Gota makers and Tub-repairers are entirely different types of jobs. Gota makers case was decided on its merits and did not give any scope for regularisation of the Tub-repairing workers working on contractual basis on the same lines.

4.11 Shri Varman observed that the Union has staked its claim on the ground that the units have not been registered under the CL (R & A) Act and as such the Tub-repairing workers should be treated as the direct workers of the management. He clarified that the units are registered and as Tub-repairing contractors did not employ 20 or more workmen they did not require any licence under the Act. The management was justified in engaging them on contractual basis.

4.12 The Union's contention about Tub-repairing work being permanent and perennial has been rebutted by employers by arguing that repairing of 22 to 25 tubs in a month cannot be said the work of permanent nature. Attention was drawn to depositions of MW 1 and MW 3 to substantiate the point. According to them tub repairing job is not done on regular basis. The Tub-repairing job is also not a job of perennial nature as it is not done for sufficient duration of period during the month/year. The clause 11.5.1 of NCWA-IV is hence not applicable in the case of tub-repairing mazdoors engaged through contractors at Hasdeo Area.

4.13 About unions attempts to take support of the judgement of the Supreme Court in the case of Southern Railway where pantry car casual workers were made permanent, Shri Varman asserted that there was no relevancy with the nature of work performed by tub-repairing workers and that of pantry car Casual workers. So, that judgement is not applicable in the present case.

4.14 Shri Varman maintained that management has not adopted any unfair labour practice as alleged by union on the premise that they have frequently changed contractors and contract workers. It was the Contractor who has been deploying his own men to suit his interest as per requirement of the work. As the work of tub-repairing Mazdoors was not of regular nature, the contractor and his workers had to sit idle at times. Union's claim is hence without any basis and not tenable.

4.15 In view of the above, Shri Varman pleaded that the demand of the union for departmentalisation of tub-repairing work/workers is totally unjustified and they are not entitled to any relief.

4.16 Before concluding the presentation of their case, the learned Shri R. K. Mehta argued for a while SEL's case in which he mainly reiterated the arguments put forth by Shri Varman. He once again stressed that tub-repairing job is a non-prohibited

category of job and can be carried on contract basis under the provisions of CL (R&A) Act, 1970. However, in case there was any dispute on the issue whether it was a prohibited category or not it was for the CLC (C) or the Board Committee appointed under Section 10 of the CL (R & A) Act to examine the issue. It was prayed before the Arbitrator to refer the issue to the Board (Central Advisory Contract Labour Board) or CLC(C) to examine the whole issue viz. whether tub-repairing job was of permanent and perennial nature of job and could not be carried on through Contractual means.

4.17 Shri Mehta also observed that if the contractor's workers in Tub-repairing jobs are not getting NCWA III/IV wages, then their wages could be enhanced to bring them on par with the regular workers.

4.18 It was also argued on behalf of the management that there was a proposal for having one central workshop at Bijuri to cater the needs of all units under Hasdeo Area of repairing the tubs through departmental workers which are already about 40 on roll. If this proposal materialises, the Tub-repairing workers deployed through contractors will be rendered surplus. If the arbitrators award is answered in favour of the management, the surplus workers may be considered for employment on the basis of seniority list to be maintained at the area.

Union's case :

5. The case of NCWF has been explained in its written statement dated 11-12-89, further clarified in rejoinder dated 20-12-89 and leaded during detailed arguments on 14-7-90 and elaborated in written arguments submitted on 30th July, 1990. Shri G. P. Sharma, General Secretary, NSWF and seasoned Trade Union Leader of repute, at the outset explained that their's is a registered and recognised union. It was known earlier as MPCWF.

5.1 Before nationalisation of noncoking coal-mines in 1973 only N. Bhagrakhand, South JKD, West JKD, Rainagar and Ramnagar mines were working in the Hasdeo Area. All these units had their own workshops with a big regional workshop at North JKD. They employed a large number of Tub-repairing Mazdoors/mistries and blacksmiths on company's permanent rolls. The information given by the SECL on 9-3-90 to the union and the arbitrator amply confirms the fact that there have been are some permanent Tub-repairing workers on Company's rolls in every unit and obviously they are the taken over employees as none has been recruited after nationalisation in this category as per Company's policy.

5.2 After 1975 came into existence Jhimar, South Jhimar, Malga incline, Bijuri Sub-Area, New Rajnagar and 'B' Seam mine. They employ a substantial number of Tub-repairing workers who are on company rolls. As there was no such recruitment by the company, they all definitely came on transfer from other units at the time of opening of these new mines. This also stands substantiated from SECL's letter dated 9-3-90 referred to above. When due to increased production and increased number of tubs

in those mines, the requirement of increased tub-repairers was felt, so called contractors were introduced. This was after 1975 rather from 1980 onwards as is seen from employers annexures B-1 to B-24 filed and marked M-2.

5.3 The mines in Hasdeo Area were taken over on 30-1-73 and controlled by custodians. After nationalisation on 1-5-73 Hasdeo was only sub-area controlled by Sub-Area Manager. The post of G. M. was created in 1977-78. The management and their witnesses have stated that the workers in questing are paid as per G. M. Schedule of rate. Hence such a G. M. Schedule of rate could have come into existence after 1978 only. How and at what rates these Tub-repairing contractual workers were paid prior to 1978 is no where clear in submission. Was the so called contract system on this work introduced in 1978-79 is the question posed by Shri G. P. Sharma.

5.4 The Union has been protesting against the contract system in different jobs all along and has been demanding the departmentalisation of contractual work/workers as permanent company employees as was obvious from documents W4 to W-9 accepted by the employers. At the Area level meeting in record note for March 86 meetings (19th, 20th and 23rd March, 1986) the union was informed that the management had taken action to departmentalise among others, Tub-repairing workers on contractual basis in a phased manner W-8. The 14 contractual workers engaged in transportation/Trucks were departmentalised w.e.f. 1-1-86. 126 Gota workers were departmentalised vide settlement dated 27-12-86 (W 10 refers). But contractual Tub-repairing workers case has been hanging in lurch.

5.5 The Tub-Repairing workers in Hasdeo Area are covered under the report of Central Wage Board for the Coal Mining Industry and NCWA I, II, III and IV. The Tub-repairing Mazdoors have been placed in Category II. These contractual Tub-repairing workers should be treated as regular workers of the company without any discrimination.

5.6 Shri Sharma further explained that the tubs are used to bring coal from underground to C. H. P. and S. P. on surface. There can be no raising without tub even in mechanised mines and/or trackless mining because the tubs are used to bring coal in the underground upto the belt conveyor. Hence, Tubs are essential for coal production/raising and the job of Tub-repairing is permanent and of perennial nature.

5.7 There is no difference between the permanent departmental workers and contractual workers in respect of nature of job, working conditions etc. Both type of workers work in one and the same set, do the same job with same mine/workshop. The supervision is by same colliery supervisors, Engineers, Foremen and Tub-repairing mistries.

All materials and tools are supplied by the colliery yet there is marked difference in the quantum of wages paid to them. This is against the principle of "equal pay for equal work".

5.8 The units/establishments where Tub-repairing job is done through the so said contractors are not registered under CL(R&A) Act, 1970 asserted Shri Sharma. Despite request of the Union and the direction of the Arbitrator, the management failed to produce the Registration Certificate. In absence of this an adverse inference has to be drawn, hence these workers engaged in Tub-repairing jobs are to be deemed to be employees of the management. The so-called contractors are also workmen engaged in Tub-repairing job is accepted by the management. Being illiterate but senior/experienced person, they act as gang leader of the tub-repairers. All payment are made by the management to this gang leader who then disburses payments to his co-workers. Hence there exists employer-employee relation between SECL and these Tub-repairing gang leaders and their co-worker Mazdoors.

5.9 The employers have agreed that clause 11.5.1 of NCWA III does provide that the industry should not employ labour through contractors or engaged contractor's labour on jobs of permanent and perennial nature. They, however, feel the Tub-repairing does not attract this clause as Tub-Repairing jobs are neither permanent nor perennial. The union feels otherwise. These terms are not defined in any statute. Hence one has to take recourse to meaning given in the dictionary. 'Permanent' means LASTING or DURABLE.

Shri G. P. Sharma relied upon the observations of their lordship in the Supreme Court in Civil appeals No. 239 and 240 of 1959 between Jaswant Sugar Mills Ltd. Meerut and Badri Prasad. It was held in this case that the words 'engaged on a permanent nature of work throughout the year' were intended to mean "Engaged on a permanent nature of work. Lasting through out the year" and not "engaged throughout the year in a permanent nature of work". Thus a job which lasts throughout the year is a job of permanent nature and Tub-repairing is one such job. Commenting on the term Perennial, Shri Sharma forcefully argued the point and drew attention to clause (b) of Sub-Section (2) of Section 10 of the C. L. (R&A) Act, 1970 which explains "Perennial nature" as "of sufficient duration". The Union's witnesses have deposed that the tub-repairing work is done for the six days of the week and throughout the year. The management witnesses have stated that the contractor workers work for 15 days or so per month in addition to regular workers of the company. Thus the Tub-repairing work is of sufficient duration i.e. Perennial. Hence such a permanent/perennial work should be done by regular workers and not done by contractual workers.

5.10 The tub-repairing job was done by regular permanent workmen earlier and the so said contractors were introduced after nationalisation as and when vacancies arose due to retirements of permanent employees in tub-repairing or due to requirement for increased tubs and increasing production. Hence in the light of the N.C.W.A. III Clause 11.5.2, this job of permanent and perennial nature which had been done departmentally should continue to be done by regular employees.

5.11 There are hundreds of other jobs and designations which are not enlisted in the jobs of prohibited category but covered by Wage Board recommendations and TCVAs and they are performed by regular and permanent departmental workers of the company and not by contractor workers. Hence as the management feels that Tub-repairing jobs are not prohibited under C.L. (R&A) Act, like other jobs essential for the working of coal mines, this Tub-repairing should also be done by regular and permanent workers of the company.

5.12 Learned Shri G. P. Sharma explained that the nationalisation of coal industry was done with a view to provide proper wages, amenities, facilities, better service/working conditions, to provide equal treatment to all workers and save them from exploitation, hence engagement of contractors labours for tub-repairing job and deprive them of their rights of equal and proper wages and other amenities is against the very object of nationalisation. Hence at least now after 43 years of Independence and 17 years of nationalisation, this unfortunate plight of the involved workers should not be allowed to continue any further.

5.13 Concluding his forceful pleadings, Shri G. P. Sharma asserted that the demand of the union for departmentalisation of contractual work/workers for Tub-repairing jobs of Hasdeo Area be held as JUSTIFIED and the workmen be treated as the permanent colliery employees with all the benefits with retrospective effect. Benefits may also be extended to those contractors workers also who have been stopped from work during the pendency of the dispute before the management.

6. Findings and substantive Award

On the basis of the arbitration agreement reached between the management of Hasdeo Area of SECL and the MPKMS (HMS) under Sub-Section (1) of Section 10-A of the I. D. Act, 1947 agreeing to refer the instant dispute to my arbitration, the Central Government released an order on 6-3-89 for publication of the said agreement in pursuance of sub-section (3) of Section 10-A of the said Act. On its receipt by the arbitrator, the reference was numbered as 3 of 1989. The other three organisations of workers operating in Hasdeo Area who were concerned and interested in same dispute also signed arbitration agreements separately with the management of SECL/Hasdeo Area on 20th, 22nd and 23rd September, 1989. The Central Government released their arbitration agreements for publication on 5th October, 1989. The names of these unions, dates of their agreements, date of release of Central Government Orders and the reference number allotted by the Arbitrator are indicated hereunder :

Sl. No.	Union	Date of Arbitration Agreement	Date of release of Govt. Orders	Reference No. allotted by Arbitrator
1.	R.K.K.M.S. (INTUC)	20-9-89	5-10-89	4 of 1989.
2.	S.K.M.S. (AITUC)	22-9-89	5-10-89	5 of 1989.
3.	N.C.W.F.	23-9-89	5-10-89	6 of 1989.

All these four references i.e. 3/89, 4/89, 5/89 and 6/89 relate to the same issue viz. the justifiability of the demand of the union for departmentalisation of contractual work/workers for Tub-Repairing Jobs of Hasdeo Area, hence common findings and a common substantive Award is being given based on their written statements, rejoinders, evidences—documentary and oral and arguments—oral and written.

6.1 All the parties—S.E.C.L. and the Unions were offered all reasonable and full opportunity to enable them to present their case right from the stage of filing their written statement upto and including submitting written arguments. I have examined and considered the respective relevant contentions of the parties.

6.2 Before examining other connected issues involved in this case, let me dispose of one aspect emphatically pleaded by Shri Varman and Shri Mehta on behalf of employers regarding prayer to the Arbitrator to refer the issue to a committee under the C.L. (R&A) Act, 1970 or to Chief Labour Commissioner (Central) to examine whether the Tub-repairing job could not be carried on through contractual means. They have perhaps in mind the Central Advisory Contract Labour Board constituted under Section 3 of the C.L. (R&A) Act and/or the committee of the Board which the Central Board may constitute under Section 5(1) of the Act read with Rule 16(1) of the Contract Labour (Regulation and Abolition) Central Rules, 1971. It need not be over-emphasised that the C.L. (R&A) Act is an exclusive legislation for the purpose of regulation or abolition of Contract Labour.

The special Act excludes the operation of general law. The I.D. Act is a general enactment which applies to all industries and all workmen coming within its fold and to every industrial dispute within the meaning of the Act. The C.L. (R&A) Act is a special enactment applicable only to the subject to contract labour. It is exclusive, self-contained and specially made for meeting the special problem of contract labour. It is the appropriate Govt. which has the powers u.s. 10(1) of the CL (R&A) Act is consult the Central Board in matters relating to prohibition of employment of contract labour in any process, operation or other work in any establishment. It is only on a reference by the Govt. that the Board is required to take into consideration any/every connected question. It can thus be concluded that the jurisdiction to decide about the abolition of contract labour or to prohibit the employment of contract labour has to be only in accordance with section 10. The question has to be left to be dealt with by the appropriate Government under the Act if it becomes necessary. Having taken recourse to voluntarily refer the instant dispute to arbitration under section 10-A of the I.D. Act, 1947, the employers should not expect the Arbitrator to do something which is beyond his competence. The arbitrator cannot give directions to Government in this regard. In any case, the terms of reference to me are for departmentalisation of contractual work/workers and not for abolition or prohibition of contract in Tub-repairing Jobs. The employers suggestion is hence rather misconceived and irrelevant. Why adopt dilly dallying tactics once

voluntarily the issue is referred for arbitration to get the industrial dispute resolved once for all which is lingering on for years.

6.3 The parties have strenuously argued over the point whether the Tub-repairing jobs for which besides the nucleus of permanent workers, the contractual workers are also employed, is incidental to and connected with the main activity of the coal industry and is of a perennial and permanent nature. The employers do not dispute that in the underground mines, Coal is blasted and loaded. For bringing the coal to surface, tubs are used. These tubs are loaded with coal underground and brought to the surface. The work of raising coal from underground in a Track-mining cannot be imagined without tubs. The tubs are always in use for raising coal from underground to the surface and from surface to the bunker/loading point. These tubs are a device or means of transportation for coal so produced underground. Maintenance or repairs of tubs in the mines premises is hence incidental to and necessary for the coal industry. I am of the view that the expression 'incidental to or necessary for or connected with' should be so construed so as to include any activity which has some nexus, even if remote, with the process of coal production. Maintenance of Tubs has rather a proximate relationship with the main activity of the coal mine.

6.3.1 Let me now examine the terms 'Permanent' and 'Perennial'. The term Perennial has been used in clause (b) of Sub-Section (2) of Section 10 of the C.L. (R&A) Act as well as in clause 11.5.1 of the N.C.W.A. III and IV but the term Permanent in this context is used in N.C.W.A.s only. The work 'Permanent' means 'lasting'. The expression engaged on a permanent nature of work throughout the year is intended to mean engaged on a permanent nature of work lasting throughout the year and not 'engaged throughout the year on a permanent nature of work.' The work should be of a permanent nature and should last throughout the year.

In deposition during cross examination management witnesses have said :—"So long as mines are working this tub-repairing work as and when required will also continue as hitherto"—MW 1 "Jobs which have to be done continuously for a very long period is permanent work. Coal production is a permanent work. Tubs are directly related to production of Coal"—MW 1, "Every activity of the mine is linked with production directly or indirectly. Without Tubs the production from underground is not possible" MW 2.

"The Tubs when prepared/repared by contractual workers are used for production of coal by the Company which is the Principal Employer"—MW 3.

Thus when the Tub-repairing Job has been continuing from the beginning of the working of the coal mines and will continue till the coal mining industry is there and when coal production is a permanent work and Tubs are directly related to production one has to infer that the Tub-repairing work is a permanent work. Had there been any other inference why should the employer engage even a nucleus of permanent Tub-repairing mazdoor. Ministries ?

6.3.2 The expression "Perennial nature" has been explained in the clause itself (clause (b) of Section 10(2) of the C.L. (R&A) Act, 1970) meaning :

"of sufficient duration having regard to the nature of industry, trade, business, manufacture or occupation carried on in that establishment".

The employers in their pleadings and their witnesses in their deposition have been denying the contention of the union(s) that Tub-repairing work is of perennial nature.

They perhaps feel it is of intermittent or casual nature of work. The Shorter Oxford Dictionary defines the word intermittent as "that intermits or ceases for time; coming or operating at intervals". As far as casual is concerned anything which is in the area of expectancy and can be foreseen cannot be aptly described as casual. Hence let us see whether the Tub-Repairing job is intermittent. The C.L. (R&A) Act does not define this term also. However, the explanation to Sub-section (5) of Section 1 merely says that work performed in an establishment shall not be deemed to be of an intermittent nature if it was performed for more than one hundred and twenty days in the preceding twelve months. In reference No. 3/89 the union has filed number of documents viz.—

W23 The Colliery/unitwise summary of the year/monthwise attendance of Tub-repairing Mazdoors.

W24 A good number of affidavits sworn in by workmen before NOTARY or Executive Magistrate Manendragarh.

W25 Attendance Registers West JKD :—

- (1) Dalbir Contractor 1979—August, 1984.
- (2) Bankelal Contractor 1982—August, 1984.
- (3) Motilal Contractor 1982—November, 1985.

These three attendance-cum-payment registers had been inspected by the then Labour Enforcement Officer (Central) Chirimiri on 3-12-1986 and each register signed.

Remarks are :

Seen,

Signature
S. D. SINGH,
3-12-1986

L.E.O.(C) Chirimiri.

The LEO(C), Chirimiri's visit to workshop of West JKD S.E.C.L. on 3-12-1986 for inspection under C.L. (R&A) Act, 1970 is corroborated by document W13 filed in Ref. 3/89. The register of Shri Bankelal also shows that in August, 1984 Shri Bankelal S/o. Chudami was working with 12 other workmen. Their attendances ranged between 21 and 26 days during that month and they were being paid then @ Rs. 8.40 per day. Most of the witnesses on behalf of workmen have deposed that they have been

working for more than 7 to 10 years and they work on all the working days at the mines and do the tub-repairing jobs. In para 5 of its rejoinder the S.E.C.L. had admitted that Tub-repairing job is going on throughout the year but is not regular job. This all can not be termed as 'non-perennial' job as attempted to be projected by the management. I am inclined to believe the testimony of the workers witnesses as it is corroborated by documentary evidence produced before me.

6.4 Great emphasis has been laid by the parties in arguing whether the Tub-repairing work is such which prohibits employment of contract labour for it. The employers have filed one document at M-5 which is a circular letter dated 17-2-1987 issued by Addl. Chief Personnel Manager, S.E.C.L. mentioning about the 3 notifications issued by the Ministry of Labour u/s. 101 of the C.L. (R&A) Act, 1970. Notification dated 1-3-1977 is not relevant to the issue and notification dated 25-7-1983 is also not relevant as it relates to coal washeries. The only notification which is relevant here is the one dated 1-2-1975. But that stood superseded vide Ministry of Labour notification date 21-6-1988. However, in reference No. 3/89 the MPKMS (HMS) had filed the current notification (W-14).

Right from the stage of written statement filed on 8-5-1989, the employer have been consistently holding a view that Tub-repairing is not a prohibited item under CL (R&A) Act, 1970. The Unions have expressed differently on this aspect :

Ref. 6/89: "Tub repairing is also not enlisted in Prohibited category."

(Para 17 written arguments).

Ref. 5/89: "List of Prohibited employment in Coal Mining notified by the Central Govt. under C.L. (R&A) Act is not all exhaustive and can not be so."

(Para 1 written arguments).

Ref. 4/89: "Tub repairing job is directly connected with coal raising/production. Coal cannot be raised/produced without the use of Tubs in Track-mining."

The raising of coal is a prohibited category of work under section 10(1) of C.L. (R&A) Act. (Para 9 of written arguments).

Ref. 3/89: "Tub repairing job is related directly with the production of coal and under the notification it is under the prohibited type of category."

(Para 5 of written arguments).

Those of the unions who expressed the view that existing notification does prohibit Tub-repairing work could not convince precisely and in cogent manner to enable one to agree with their view point. Their main thrust was that as Tub-repairing work is necessary for the coal mining and as it is permanent and of perennial nature the C.L. (R&A) prohibits auto-

matically such work to be carried out by contractors/contract labour. Such an approach in such important matters cannot stand to reason, Section 10 authorises the Government to prohibit the employment of contract labour in any process, operation or other work in any establishment. It has prohibited some operations/works in other industries including in non-coal mines viz. :—

	Notification dated	
Building	Sweeping, cleaning dusting and watching the buildings.	9-12-76
Iron Ore Mines	Drilling & Blasting (among 2 other operations)	10-6-80.
Lime Stone/- Dolomite and Manganeese Mines	Overburden removal; Drilling & Blasting	15-12-79.
Chrome Mines	Drilling and blasting; Transportation of overburden to dumps and Ore to stocking sites.	8-12-84.
Mica Mines	Dewatering of mines; Muck removal, Drilling & blasting (among 2 other operations)	8-12-84.

If Govt. had intended to prohibit Tub-repairing work by contract labour it could have included this operation or work by specific mention in its relevant notification. Since the Govt. is empowered to prohibit contract labour by following the procedure and in accordance with the provisions of the Act other forums including industrial Tribunal shall have no jurisdiction.

6.5 The wage structure and other conditions of service including the fringe benefits of the employees in the coal industry are covered under the recommendations of the Central Wage Board for the Coal Mining industry as accepted by the Govt. of India and made applicable w.e.f. 15 August, 1967; the National Coal Wage Agreement I, II, III and IV. The provisions of N.C.W.A.-III are in operation from 1-1-1983 and N.C.W.A. IV from 1-1-1987. These are industry-wide Bi-partite Agreements. The clause 11.5.1 of both these agreements are worded as follows which are identical in toto :—

"11.5.1 Industry shall not employ labour through contractor or engage contractors labour on jobs of Permanent and Perennial nature".

While the caption of this clause in 11.5 in N.C.W.A. III is "Abolition of contract labour" in NCWA-IV caption in 11.5.0 is merely "contract labour".

It was argued by the unions that due to their insistence to follow NCWAs in letter and spirit in this regard, the SECL management departmentalised the contractual work/workers engaged in coal Transportation work and then subsequently Mud-Pallet makers (Gota makers) vide agreement dated 27-12-86 reached by SECL Hasdeo Arca management and 4 unions. Despite assurances to departmentalise Tub-repairing Mazedors, the SECL did not honour its commitments in this regard so far.

6.6 The Unions in ref. No. 3/89 and 6/89 had filed petitions before the arbitrator on 25-4-1989 and 10-1-1990 respectively praying for summoning inter-alia Registration Certificate under the C.L. (R&A) Act '70 in respect of Sub-Area/Coalleries in Hasdeo Area. Suitable directions were given accordingly to the management.

But till the end of the hearings, the Registration Certificate(s) were not filed. Inference was drawn that P.E.(s) had not obtained any Certificate of Registration as required u/s. 7 of the Act. Union in reference No. 3/89 pleaded that in the light of Karnataka High Court decision in F.C.I. vs. Loading and Unloading workers Union 1987-I-LLJ-407 the Tub-repairing Mazdoors of the so called contractors would be the employees of S.E.C.L. In another case quoted by the Union 1988-LAB-L.C. 730, Punjab and Haryana High Court (F.C.I. vs. P.O. CGIT Chandigarh and another), the Dy. Manager, F.C.I. in his affidavit had not mentioned that it possessed registration certificate for the relevant period hence that case is to be distinguished as the facts differ in the present case in arbitration.

In its rejoinder dated 16-8-1989 in para 7, the employers had denied (in case No. 3/89) that provisions of C.L. (R&A) Act/Rule have been violated by the management in respect of registration etc. By not producing the Registration Certificate the employers had left the parties guessing as to when they had obtained it and was relevant for which period of time. However, depositions of two senior management witnesses are sneaking in this behalf. MW 1—Shri S. D. Tripathi

Dy. General Manager

Cross by N.C.W.F.

"In my both units viz. West JKD and 'B' seam the mines are registered under C.L. (R&A) Act."

MW 3—Shri S. K. Mitra

Sub-Area Manager

Cross by M.P.K.M.S. (HMS)

"We have obtained Registration certificate from the Registering Authority under the C.L. (R&A) Act and have sent the names of all contractor to the ALC(C)".

It would have been in the fitness of things on the part of the employers to produce the registration certificates on their own and at least after these were prayed for by 2 unions and the arbitrator had directed them to do so but this was not done for the reasons best known to them. Anyway I have no reason to disbelieve the above extracted oral evidence tendered before me by two very senior officers functioning in Hasdeo Area (MW 1 and MW 3).

6.7 The management has been all through maintaining that no tub-repairing contractor was employing more than 20 persons hence they did not require any Licence under the C.L. (R&A) Act, 1970. No union

has proved that any particular contractor who was legally required to obtain a licence had failed to do so.

6.8 It is an accepted position that for carrying out the work relating to (a) fitting of new Tubs and (b) Repairing/maintaining of existing Tubs the employers have two sets of workers, one the permanent Tub-repairing Mistries/Mazdoors on the rolls of the S.E.C.L. and other Contractual workers who are shown as employed by the contractors. Most of the 'contractors' are senior experienced hands who have been working themselves as 'workman'. As per the list of the contractors engaged in Tub-repairing jobs as furnished by the management on 9-3-1990 in case No. 6/89, there are about 19 "contractors" in eleven units. One Shri DALBIR S/o. Chitu who is one of the three contractors at West JKD Colliery ever since he was authorised to do the job of Tub-repairing vide Manager, West JKD Colliery's letter dated 5th March, 1976 has been working as a workman also. He deposed before me in that capacity on 17-4-1990 as WW 1 in case No. 3/89.

According to him there are 40 workmen who are divided in 3 gangs, the Incharges being Dalbir/Motilal/Bankelal who on papers are shown as contractors. He has been working as Tub-repairer since 1975-76. The Foreman of the company supervises their work and distributes the job. Some times the Engineers also visit workshops—the place where they work to supervise and check their work. He is illiterate and has merely picked up alphabets to enable him to affix signatures. The Foreman prepares bills and obtains his signatures. The cross examination was very revealing in which he stated that no work order is given to him and other gang incharges before the commencement of work. When Bills are prepared work orders are attached and their signatures obtained. After the bills are processed these are carried to Accounts Department with pay orders by him, when Cash payment is made to him he equally distributes to individual workman of his gang. While paying the wages to workmen, their nagas (absence) are duly considered.

6.9 While the employers and their witnesses maintained that work of contractors is supervised by contractors themselves though Engineers/Managers may visit in between to check the work and its progress, the unions and their witness refuted it. In case No. 3/89 document at W 27 unfolds different picture according to which Supdt. (M) Manager of Jhimar Colliery through office order dated 28-9-87 had asked Chareman to look after the job of Tub-repairing in addition to his charge of No. 4 incline bunker.

This incumbent Shri Kesho Yadav had deposed before me as WW 3 in case No. 3/89. He has been working as F/M mechanical in Jhimar Colliery of Ramnagar Sub-Area. In that colliery there are departmental as well as Contractual workmen for Tub-repairing jobs. In cross examination he says "we have 2 gangs under 2 Incharges whom we call contractors or Incharges. Each gang has 10 workmen, work allotment is explained and no work order is given.

In March 1990 on management orders for production tempo, these 2 gangs were sent underground for tub-repairing work. All work in all through March was done underground and no tub-repairing job done in surface."

6.10 This then amply shows that the contractual workers for tub-repairing work do not only work on surface/in workshop. They may be primarily meant for being engaged on work on surface but at times are being sent for work connected with TUBS in underground. Similarly the departmental Tub-repairing mazdoors are primarily engaged on work in underground and in spare time are used on surface also as deposed by MW 3. The nature of work of contractual Tub-repairing mazdoors and departmental tub-repairing mazdoors is absolutely identical.

6.11 We have seen above what type of 'contractors' are engaged by the employers. The management does not enter into agreement for tub-repairing work as for all jobs involving less than Rs. 25,000 there is no agreement system in awarding contract work. The agreement is entered into in SECL when at a time the work exceeds worth Rs. 25,000/-.

The awarding of work to contractors is done by S.A.Ms because they have financial powers in the hierarchy (Cross of MW1 by Shri G. P. Sharma).

6.12 Truly speaking a contractor is a person who in the pursuit of an independent business, undertakes to do specific jobs of work for other persons without submitting himself to their control in respect of details of work. There is a clear cut distinction between a Contractor and a workmen; and that the identifying work of the latter is that he should be under the control and supervision of the employer in respect of the details of the work. In the matter of directing what work the employee is to do but also the manner in which he shall do his work. How far the workmen—contractors in Tub-repairing work might be in a position to control and supervise is anybody's guess particularly when they are illiterate or at the most semi-literate.

6.13 Very divergent submissions have been made in regard to place of work of contractual labour on surface. Unions and oral evidences on their behalf holding that the work is done in collieries workshop and employers and deposition on their behalf maintaining it is not done in company's workshop. However, it is revealed that even if it is not done in workshop but done in tub-repairing sheds, it is very adjacent to the workshop. These sheds are prepared out of materials of the S.E.C.L. The sheds are very much within the precincts of the mine. Above all, the materials required for repairing and fitting of Tubs are supplied by the management. (Cross exam of MW 1 by MPKMS (HMS) in case No. 3/89.).

Thus, these contractual workmen work in Tub-repairing sheds or workshops and being within the precincts of the mine are included in the term "mine" as per section 2(1)(j) of the Mines Act as substituted in 1983. Furthermore these workmen are also persons employed in a mine as per Section 2(1)(h)

(iii) as they are servicing/maintaining/repairing Tubs which are "machinery used in or about the mine".

6.14 Much has been stated on the issue of vocational Training by both the parties. Those who work within the premises of the Mines whether direct employees of the employer or contractual workers are to be imparted Vocational Training. The main purpose is to make them conversant with safety provision—safety of persons as well as safety of equipment. Relevant Rules framed under the Mines Act stipulate who all require Training. The Training is required under chapter III of the Mines Vocational Training Rules, 1966 for employment in a mine on surface, in open cast working and below ground. These certificates do prove that its possessor had been "employed in a mine on surface/below ground."

These certificates are granted by V.T. Officer who is normally an under-manager or Asstt. Manager in the capacity of Training Officer. In case No. 3/89 at exhibit W 9 are specimen 39 V.T. Certificates. Duplicate copy is given to the Trainee and Original is with V.T. Centre. Thus, the employer does possess on record the details of many contractual workers in Tub-repairing jobs who have undergone this Training.

6.15 It is an admitted fact that the Tub-repairing jobs are done by the departmental workers as well as contractual workers. The work is same and similar in nature. The working conditions, working place also same. The job of both are in the same mine (workshop of T.R shed provided by the management). All materials and tools are also supplied by the Colliery management. Both sets work in the same establishment owned by the same management. The contractual work has been going on in the area from 1976 or so. Many contractors who as senior and experienced workers themselves are consistently been in position for a number of years. They work in gangs mostly consisting of 10 to 14 workers and they too have been working for a number of years. The 3 attendance-cum-wages registers filed in reference 3/89 which were checked by Labour Enforcement Officer (Central), Chirimiri amply corroborate the findings.

6.16 While the demand for departmentalisation was taken up by the unions at IR system of the Company including the Company HQs, and nothing tangible was coming out, the MP KMS (HMS) filed a dispute before the ALC (C), Shahdol for different units in July, 1986 and withdrawing it, a consolidated dispute was filed in July, 1987.

The I.D. was mainly for regularisation of workers on company's roll and claiming arrears under NCWAS-II/III. The said Union's dispute was relating to named 175 workers from 10 units of Hasdeo Area. The Union had also filed a complaint on 1-12-87 before the C.L.C. (C), New Delhi claiming equal wages for workmen at par with the principal employers' Tub repairing mazdoors. The CLC (C) vide his letter dated 17-6-88 had asked the General Secretary, M.P.K.M.S (HMS) to furnish various details including Contractors Names/addresses.

contractual workers' names|addresses, names of departmental Tub repairs mazdoors etc.

The union had sent all these details on 1-7-88 to CLC(C). On employers taking a stand that on the same issue an I.D. was pending before ALC(C) and it was likely to be settled in bipartite discussions, conciliation or arbitration, CLC's proceedings were closed on 17-8-88. In the meantime, the Hasdeo area authorities had collected details from their SAMs and as a policy decision was necessitated, the issue was examined in detail by the P.M. (HSD) and a note submitted to C.G.M. (HSD) in April, 1988 who in turn sent it to D.P. S.E.C.L. A copy to note was filed by the union as their document No. 13 (Pages 34 to 37). The employers' representative during the arbitration proceedings held on 18-8-89 had not admitted it. During the cross examination of MW-3 by Shri Nathdal of M.P.K.M.S. (HMS) on 22-5-90, this document was proved as MW-3 recognised signatures of both Shri G. K. Prasad, PM (HSD) and Shri P. N. Mathur, CGM (HSD). Further, during arguments on 12-7-90 during concluding observations SECL's representative observed that this 4 page notesheet was of the management and union had managed to get its photostat copy without any authority. It was no doubt an internal note but it not being secret or confidential the union, to substantiate this case had filed it as a document. After all in every judicial or quasi-judicial proceedings the aim is to find the TRUTH. How can a material which is on record could be ignored? On the basis of list of workmen submitted by the union to ALC(C) CLC(C) to management and enquiry already caused through SAMs even before April, 1988, now for the management to say that the union's list may not be given cognizance does not appear to be proper, when the list at W-7 filed in case No. 3/89 was admitted and not denied by S.E.C.L. Similarly the RKKMS (INTUC) had filed a list of 26 workmen—22 from South JKD and 4 from North JKD during arbitration on 10-11-89 at W-8 in case No. 4/89. This document was also not denied by S.E.C.L.

6.16.1 The S.K.M.S. (AITUC) in case No. 5/89 and NCWF in case No. 6/89 had not filed any such list before arbitrator. However, in oral evidences the SKMS has produced two witnesses WW-1 & WW-2 both from Rajnagar Colliery, NCWF had produced two witnesses from Bijuri and one from Rajnagar. WW-1 was a ex-workman from Bijuri, WW-2 from Rajnagar Colliery and WW-3 from Bijuri deposed that they were contractual workmen on tub-repairing jobs. On minute scrutiny it reveals that the lists filed in cases 3/89 and 4/89 do not contain names from Rajnagar Colliery where 23 workers are reported to be working.

6.16.2 The names of the need not alter unless the names of the workers are changed. The names of the workers are not to be changed unless the names of the workers are changed.

(ii) Record of attendances in Registry in Form-D or E, which are to be maintained by the Register keepers|attendance clerk who are company's direct employees and not of contractors. Clarification in regard to amended definition of 'a person employed in mine' given on 1-2-85 by Director of Mines Safety, Jabalpur, refers.

6.17 Let me now examine how the wages and other conditions of service in respect of departmental and contractual workers prevail. The workers engaged in tub-repairing jobs and are on the rolls of company have been covered by Central Wage Board for the Coal Mining Industry and NCWAs-I, II and III and currently NCWA-IV which is in force from 1st January, 1987. The tub-repairing mazdoor is placed in category-II and tub-repairing mistry in Cat-IV. We concerned here with tub-repairing mazdoor only. The Cat. II as per revised NCWA—IV carries pay scale of Rs. 39.34—0.85—51.24. The basic daily rate and D.A. both added enables a departmental tub-repairing mazdoors to get somewhere in the vicinity of Rs. 63 per day. So far as contractual workers on tub-repairing jobs are concerned, the employers have been maintaining that they are on piece-rate but in fact they are not. The position is that there are rates fixed on piece-rate for different types of jobs involved in tub fitting and repairing. Depending upon the number of new tubs to be fitted and tubs to be maintained, sanction is obtained by the Colliery Manager and work assigned to the contractor on that basis. As deposed by MW-1 after every month the work done by the contractor depending on the items attended for which piece-rate is fixed, the bill is prepared which is certified by the Colliery Engineer and the payment is made to the contractor. The G.M. schedule of rates presently, in vogue vide circular dated 29-1-83 document at M 1 is applicable to ancillary jobs like repairing of Coal Tubs got done through Petty Contractors. This specifies items of work and rates viz. complete fitting of the new coal tubs i.e., fitting of underframe, drawbar, pedestals, wheels and axles, coupling etc.—Rs. 18.

The Petty Contractor, when he gets the amount in cash, he distributes it equally amongst all workmen of his gang including himself as deposed by one of the petty contractors Shri Dalbir S/o. Late Shri Chaitu WW-1 in reference 3/89. The records show their "daily rate". The evidences on behalf of workers even in cross-examination have revealed that they get between Rs. 14 to 19 per day. The Petty contractors are paid for different types of jobs on Piece-rate basis but the Tub-repairing mazdoors are in practice paid time-rate. While some contractors pay Rs. 14 per day, in some collieries others pay Rs. 19 per day. This time rate payment is made to the workers through Petty Contractors. The Petty Contractors are paid for different types of jobs on Piece-rate basis but the Tub-repairing mazdoors are in practice paid time-rate. While some contractors pay Rs. 14 per day, in some collieries others pay Rs. 19 per day. This time rate payment is made to the workers through Petty Contractors.

6.18 A departmental tub-repairing mazdoors gets.

- (i) High basic wage,
- (ii) Special dearness allowance,
- (iii) Fixed D.A.
- (iv) Variable D.A.
- (v) Quarterly attendance Bonus at the rate of 10 per cent of basic wage,
- (vi) Annual increment,
- (vii) Annual leave with wages,
- (viii) Sick leave at the rate of 15 days with full pay in a calendar year,
- (ix) Casual leave with pay,
- (x) Eight National/Festival Holidays.
- (xi) Medical facilities,
- (xii) Educational facilities,

(xiii) Leave Travel Concessions etc. etc.
as against all this, the contractual workers get only the daily rate ranging between Rs. 14 to 19

6.19 The Hon'ble Supreme Court in number of decisions have held that if the employees are working in same or similar kind of work they are entitled to receive same or similar wages at par with the regular employees on the basis of "Equal pay for equal work" and there should be no discrimination in other conditions of service. Public Sector Undertakings are expected to function like model and enlightened employers.

6.20 In S.E.C.L. itself, in other areas viz. Baikunthapur, Korba, Chirimiri, Sohagpur Tub-repairing work is done by departmental labour only.

In Hasdeo Areas itself in all the eleven units permanent Tub-repairing mazdoors/mistries are employed as nucleus. When the Tub-repairing work is necessary for Coal raising/productions, when the work is available all through the year further when it is done though regular workmen already in other areas and in Hasdeo area itself, there is no reason to allow it any further on contractual basis in Hasdeo area.

6.21 Scrutiny of a large number of documents filed, reveal that as back as in Feb. 1975 the M.P. C.W.F. had discussed the issue of entitlement to same benefits/facilities to the contractors' workmen as were available to their corresponding categories employed by Principal Employers. O. S. D. (IR) C.M.A.A. (Western Divn.) Nagpur and M.P.C.W.F. discussions of 7.2.75 refer (W-6 in Case No. 6/89). Record note of area level meetings in March, 86 between S.E.C.L. Hasdeo area and M.P.C.W.F. shows that departmentalisation of Tub-repairing Mazdoors, Gota makers is being taken in phased manner. (W-8) in Case No. 6/89). The battle over the issue was on and on. In Company level meeting held on 13-10-84 with the R.K.K.M.S. it was agreed by the then W.C. Ltd. Management that in regard to departmentalisation of Tub-repairing mazdoors, a final decision will be taken and communicated within a month. (W-1 in ref. No. 4/89). With M.P.K.M.S. (HMS) the discussions were held on various occasions. On

5-1-88 the record note (W-10 in ref. 3/89) says the management has accepted the need for departmentalisation of Tub-repairing mazdoors of Hasdeo area. The management has not said 'no' to the union on this issue". The record note of 11-1-88 between Hasdeo Area officials and M.P.K.M.S. (HMS) (W-11 in ref. 3/89) show that "the management had not refused to departmentalise the work of tub-repairing. The management exercise in this respect has already started. The entire process is likely to be completed within next six month". The S.E.C.L. by giving such an assurance had requested the union to contain its agitation.

6.22 The issue before me is not for abolition of Contract system but merely of Justification in Union(s) demand for departmentalisation of contractual work/ workers for Tub-repairing jobs. The management had time and again already expressed itself being inclined for departmentalising these workers as will be obvious from the preceding paragraph. My task has been made easy by management by going on record about it in various record notes and also by the unions by filing copies of such record notes as their documents.

6.23(A) In my view examined in above findings, there is full justification in the case of the union(s). In the result, I hold that the demand of the union for departmentalisation of contractual work/ workers for Tub-repairing jobs in Hasdeo area is justified.

(B) As the issue has been alive for years and the union(s) has been consistently pursuing it, the ends of justice will meet if the departmentalisation is done from 1st December, 1988 in which month the conciliation Officer (ALC(C) Shahdol) drew up a conciliation settlement making the S.E.C.L. Hasdeo Area management to agree for Arbitration and resolve the issue once for all.

(C) After departmentalising these workers, from 1-12-88 with all consequential benefits, if the management finds subsequently that there is overstaffing in this category, it may divert the excess Tub-repairing mazdoors in other jobs in any of the Sub-Areas of Hasdeo Area ensuring that they continue to get category II wages and all other benefits available to cat. II employees.

(D) In the circumstances of the case, no order as to costs.

I AWARD accordingly.

6.24 Before parting, I place on record the unstinted cooperation given to me by employers and the Union(s) during the Arbitration proceedings and for extending time, from time to time to enable me to release this AWARD.

H. G. BHAVE, Joint Chief Labour Commissioner
(Central) Retd. and Arbitrator

Place : Nagpur

Date : August 30th, 1990.

No. L-22025(4)/89-IR (Coal-II)/II]

का. आ. 2520.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 17) की धारा 17 के अनुसरण में, केन्द्रीय सरकार हसदेव ऐरिया आफ एम ई सी एम—
पॉस्ट—साउथ जे. के. डी. काल्यरी के प्रबन्धकों के संवद्ध मिलों को और उनके कर्मचारियों के बीच अनुबंध में निहित औद्योगिक विवाद में मध्यस्थ एच जी भावे नागपुर के पंचपट के प्रकाशित करती है, जो केन्द्रीय सरकार को 6/9/89 को प्राप्त हुआ था।

S.O. 2520.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (17 of 1947), the Central Government hereby publishes the award of the Arbitrator Shri H. G. Bhawe, Nagpur as shown in the Annexure in the Industrial dispute between the employers in relation to the management of Hasdeo, Area of SECL Post South JKD Colliery and their workmen, which was received by the Central Government on the 6-9-90.

ANNEXURE

BEFORE SHRI H. G. BHAWE, JOINT CHIEF
LABOUR COMMISSIONER (CENTRAL)
RETD

AND

ARBITRATOR, NAGPUR

Reference No. 5 of 1989

In the matter of Industrial Dispute between the employers in relation to the management of Hasdeo Area of S.E.C.L. Ltd. P.O. South JKD Colliery, Distt. : Surguja, M.P. and their workmen represented by Sarabjit Khadan Mazdoor Sangh (AITUC), Central Office, Nandini Mines, Distt. : Durg, M.P. regarding the issue of departmentalisation of contractual work/workmen for Tub repairing jobs of Hasdeo Area.

APPEARANCES :

On Behalf of Employers :

1. Shri R. K. Mehta
General Manager (P&A)
S.E.C.L., Bilaspur.
2. Shri J. R. Varman
Dy. C.P.M., S.E.C.L.,
Hasdeo Area.

On Behalf of Workmen :

1. Shri Haridwar Singh
Jl. Secretary, S.K.M.S.
(AITUC) Hasdeo Area Branch
P.O. : Rajnagar Colliery.
2. Shri Kamalaya Singh
Office Secretary, S.K.M.S.
(AITUC) Hasdeo Area Branch.

STATE : Madhya Pradesh INDUSTRY : Coal Mining AWARD

The authorities of the South Eastern Coalfields Ltd. Bilaspur and the S.K.M.S. (AITUC), Central Office, Nandini Mines, Distt. : Durg (M.P.) signed an agreement on 22-9-89 under section 10-A of the I.D. Act, 1947 read with Rule 7 of the I.D. (Central) Rules, 1957 agreeing to refer the instant dispute for my arbitration under the Act.

Accordingly vide its order No. L-22025(4)/89-IR (Coal-II)/II dated 5-10-89, the Central Govt. released the said arbitration agreement for publication in the relevant Gazette of India in pursuance of Sub-section (3) of Section 10-A of the said Act referring for my arbitration the following dispute :

“Whether the demand of the Union for departmentalisation of Contractual work/workers for Tub-repairing jobs of Hasdeo Area is justified? If not, to what relief the workers would be entitled to?”

2. According to the terms of the written agreement referring the dispute for arbitration, the Award was to be given within a period of three months or within such further time as is extended by mutual agreement between the parties in writing. This time limit was extended from time to time by the parties and it was last extended on 23-7-90 upto 31st August, 1990.

3. On the basis of an arbitration agreement between the SECL and the MPKMS (HMS), the same dispute was referred to for my arbitration and an order to this effect was released for publication by the Central Government on 6-3-89 and that reference when received by me was numbered 3/89.

- (1) RKKMS (INTUC)
- (2) SKMS (AITUC)
- (3) N.C.W. Federation.

operating in Hasdeo Area of S.E.C.L. were, however, not parties to the said Arbitration agreement reached between MPKMS (HMS) and S.E.C.L. but the said 3 unions being concerned in the dispute were pressing the Govt. for being given an opportunity of presenting their case before the Arbitrator.

On 16-10-89 the Central Govt. vide express Telegram informed the Arbitrator that Govt. orders referring the same dispute between SECL and the aforesaid 3 unions for arbitration to me was sent to Govt. of India Gazette for publication on 6-10-89 and copies sent to the Arbitrator and the concerned parties. Hence the 3 separate Govt. orders when received were numbered as reference Nos. 4/89, 5/89 and 6/89. The employers, the arbitrator and the terms of reference are absolutely same. The proceedings in reference No. 3/89 had advanced very much but for evidence and arguments, same or very adjacent dates were fixed for all the four cases. Agreements for references and unions being separate, the awards are given separately. This is one case among the said four references.

3.1 In the instant case, a copy of the order of the Govt. of India dated 5-10-89 was received by me on 10-10-89. The notices were sent immediately to the parties on 27-10-89 fixing the first hearing of the case at Nagpur on 16th November, 1989. The last hearing of the case was held at Bilaspur on 10-7-90 (for employers' arguments) and on 15-7-90 (for S.K.M.S.'s arguments). In between the S.K.M.S. (AITUC) had its statement of claim on 10-11-89 and employers filed their written statement dated 9-11-89 on 11-11-89. The union filed its rejoinder on 14-12-89 and the SECL's rejoinder dt. 12-12-89 was filed on 14-12-89. The Union had no documents to file as per their submission made during the hearing on 23rd Jan. 1990. The employers filed 4 documents on 23-1-90 and one document on 16-4-90. These are marked M1 to M5. The union accepted these documents but M2 was accepted with reservation.

The employers produced in all three witnesses MW 1 on 16-4-90, MW 2 on 17-4-90 and MW 3 on 22-5-90. The SKMS made itself available to cross examine only MW 3 (on 23-5-90). The Union produced two witnesses on 23-5-90 at Nagpur WW 1 and WW 2 who were duly cross-examined by employers' representative. On behalf of SECL Hasdeo Area (here-in-after called the employers) its case was argued on 10-7-90 by Shri J. R. Varman, Dy. C.P.M., Hasdeo Area and Shri R. K. Mehta, General Manager (P & A), SECL. However, on behalf of SKMS (AITUC) (hereinafter called the Union) a telex message dt. 11-7-90 from Shri Markandey Singh, Secretary, SKMS (AITUC) was received while arbitrator was camping at Bilaspur on 12th July, 1990 intimating inability to attend on the date fixed for arguments due to sickness. Both parties were however, given opportunities to file their written arguments by 30-7-90 which was availed of both. The SKMS (AITUC), General Secretary Shri D. K. Rao signed and sent their six-paged written arguments dated 25-7-90.

Employers Case :

4. The case of the employers has been explained in its written statement dated 9-11-89, its rejoinder dated 12-12-89 and as elaborated at length during arguments on 10-7-90. Tracing the history of the case, Shri Varman highlighted that the coal industry was managed by private owners from the very beginning till early seventies of the century except that a Public Sector Company NCDC had come into existence.

The Government having realised that it is in the interest of the nation to have a uniform policy regarding coal mining which is the basic industry, nationalised the entire coal industry under the provisions of the Coal Mines (Nationalisation) Act, 1973. Various Coal Companies were following different patterns of working prior to nationalisation. Hasdeo Area, previously known as Jhagrakhand Area was earlier owned by M/s. SINGHVI, Calcutta. It was also nationalised under the provisions of the aforesaid Act of 1973.

4.1 In the underground mines, the coal is blasted and loaded. For bringing the coal to surface, tubs

are used. These tubs are loaded with Coal underground and brought to the surface. The management of erstwhile Jhagrakhand Area thought it fit, in the administrative interest, to have the tubs repaired by private contractors. While it might be a fact that some repairs were also done internally engaged, vast majority of the Tub-repairers were engaged by Contractors and tub-repairing work was done through the Contractors Managers. The private owners also felt that the tub-repairing job if done on contractual basis could bring better results with efficiency as the contractor has to complete the within the time schedule. Thus, Tub-repairing job on contractual basis is not a new one but is being carried on from the pre-nationalisation days. The practice continued even after take over, nationalisation and it was never objected to by any union or authorities from the Government machinery.

4.2 Explaining the awarding of contractual work, Shri Varman explained that as per conditions of the tubs which are brought from underground to surface for necessary repairs, the work is awarded to the contractor (who is also at times a worker) by giving work orders specimen filed marked M2 on General Managers Schedule of rate which is filed and marked M-1.

There are different rates for the different type of jobs on Piece rated basis. The work is awarded to the contractor and he completes the work within the time schedule and submits his bill to the appropriate authority for necessary payment. Specimen of bills marked M-3. The payment is made to the contractor after it is found that the job done by him has been upto the mark. Pay Orders specimen at M-4. The contractor then makes payment to the workers employed by him directly. There is no employer-employee relationship between the contractor workers and the management. Since the job is on piece rate basis, it gives chance for the workers to earn more if the number of workers deployed is on the basis of actual requirement.

4.3 Besides the repairs of old tubs, management is also introducing new tubs from time to time to see that the badly damaged tubs are taken out of circulation and that there are less number of tubs for preparing with less number of contractors workers. To substantiate this point, Shri Varman drew attention to para 5 (Page 2) of their rejoinder which shows the number of new tubs introduced during the five year period ending with 1988-89. New tubs have been introduced regularly which will be evident from the following figures :

1984—85	410 Tubs
85—86	421 "
86—87	717 "
87—88	814 "
88—89	857 "

Prior to above period also new tubs have been supplied on regular basis. This shows that tub-repairing job is purely of temporary nature and is done on "as and when required basis". There may be days together when there is no job for the tub-

repairing workers as maintenance of tube is also done in underground by departmental workers in all the units under Hasdeo Area. Inviting attention to evidences on behalf of the management, Shri Varman emphasised that MW 1 Shri S. D. Tripathi, Dy. G.M. W/JKD Colliery had stated in his deposition that "the life of the tub is generally 2 to 3 years and varies with the condition of the workings. For new Tubs we hardly require any maintenance". Further MW 3 Shri S. K. Mitra, Sub-Area Manager, Ramnagar Sub-Area had deposed that "on an average, in a month the contractual workers do work of about 20—25 Tubs which include old and new tubs in Ramnagar Sub-Area. Similar nature of work is got done in most of the Sub-Areas by contractors workers in Hasdeo Area". This all gives a clear idea that the tub-repairing job on contractual basis is not done regularly.

4.4 It was denied by employers that the contractors workers on Tub-repairing jobs are doing any permanent job or permanent nature of job. There is neither any law nor rule that for tub-repairing, employees should be employed by the owners themselves. Any work unless prohibited under the Contract Labour (Regulation & Abolition) Act, 1970 can be given to contractors. Tub-repairing is not a Prohibited item. Hence Shri Varman maintained that employers are at fully liberty to assign the tub-repairing jobs to contractors for their administrative and other convenience.

4.5 Regarding the point relating to supervisions, it was emphatically argued by Shri Varman that the work of Tub-repairing job done by contractor's workers is being directly supervised by the contractor and not by the management representatives. The contractor gets the work awarded and it is for him to see that the job is completed to the satisfaction of all concerned.

4.6 About the reliance on Vocational Training Centres' Certificates by the Union for admitting the claims for regularisation of contractors' workers, it was forcefully argued by Shri Varman that training under V.T. Rules, 1966 is given to the departmental as well as contractors' workers to make them safety conscious. Under the V.T. Rules each and every worker whether regular or contractual is required to undergo training at VTC. This training of VTC of contractors workers can not be taken as proof in support of their claim for regularisation on permanent roll.

4.7 Clarifying the legal requirements under the CL(R&A) Act, 1970 and the rules framed thereunder Shri Varman asserted that sub-area as a unit is registered under the Act and as no contractor is engaging 20 or more workmen under him, he is not required to obtain licence from the licensing officer. Utmost care is taken to see that the provisions of law are not violated. There may be some violations which are subject to rectification but it does not give an opportunity to settle the claim of the union in its favour.

4.8 Meeting the point of the union about alleged exploitation of contractors' workers by not ensuring adequate and proper wages, Shri Varman alleged that it was rather the Union(s) who were exploiting

the contract labour by inducting more and more persons to give them employment resulting in much more than the required number of workmen thereby resulting less payment to the workers as the jobs are on piece-rated basis. The strength of the contractors tub-repairing Mazdoors is absolutely disproportionate to the required strength in the light of the available quantum of work.

4.9 In view of the above, Shri Varman pleaded that the demand of the union for departmentalisation of tub-repairing work/workers is totally unjustified and they are not entitled to any relief.

4.10 Before concluding the presentation of their case, the learned Shri R. K. Mehta argued for a while SECL's case in which he mainly reiterated the arguments put forth by Shri Varman. He once again stressed that Tub-repairing job is a non-prohibited category of job and can be carried on contract basis under the provisions of CL (R&A) Act, 1970. However, in case there was any dispute on the issue whether it was a prohibited category or not it was for the CLC (C) or the Board/Committee appointed under Section 10 of the CL (R&A) Act to examine the issue. It was prayed before the Arbitrator to refer the issue to the Board (Central Advisory Contract Labour Board) or CLC (C) to examine the whole issue viz. whether tub-repairing job was of permanent and perennial nature of job and could not be carried on through Contractual means.

4.11 Shri Mehta also observed that if the contractor's workers in Tub-repairing jobs are not getting NCWA III/IV wages, then their wages could be enhanced to bring them on par with the regular workers.

4.12 It was also argued on behalf of the management that there was a proposal for having one central workshop at BILURI to cater the needs of all units under Hasdeo Area of repairing the tubs through departmental workers which are already about 40 on roll. If this proposal materialises, the Tub-repairing workers deployed through contractors will be rendered surplus. If the arbitrators award is answered in favour of the management the surplus workers may be considered for employment on the basis of seniority list to be maintained at the area.

Union's Case:

5. The case of SKMS (AITUC) has been given in its statement of claim dated 10-11-89 elucidated in rejoinder dt. 14-12-89, brought out in depositions made by its witnesses WW-1 and WW-2 on 23-5-90 finally explained at length in the written arguments dt. 25-7-90.

5.1 As per union's statement, in order to ensure optimum production and productivity it is quite imperative that the employers should ensure proper conditions of all the Tubs. For achieving this objective and task, repairs and maintenance of the tubs are being done daily and regularly by the employers. This tubs-repairing job is being done from the inception of the mines and shall have to be continued to be done till the coal mine exists. Thus, the Tub-repairing job is quite perennial and of permanent

nature hence should not have been done through contractors in view of clause 11.5.1 of National Coal Wage Agreement—III (signed on 11th November, 1983) reiterated in NCWA—IV (signed on 27th July, 1989).

5.2 It was because of similar contentions, the dispute of departmentalisation of Gota makers working in various units of Hasdeo Area had been taken up by principal Trade Unions including RCMS (AITUS) from time to time. Ultimately it was decided to departmentalise Gota makers as per agreement reached on 27th December, 1986.

5.3 The employers have been harping and relying on the point that there is no prohibition to employ Tub-repairing mazdoors through contractors as it is a non-prohibited category of job under the C.L. (R & A) Act, 1970. The union's main contentions in this behalf are that :

- (i) The list of 'Prohibited Employment' in coal mining industry as notified by the Government is not at all exhaustive and also can not be so;
- (ii) the C.L. (R & A) Act directs no contractual employment on permanent and perennial nature of jobs;
- (iii) mere notifications regarding the prohibited employment do not stand as a bar to stop engaging/deploying contractors in other similar works.

5.4 Employers' argument has been that the unions did not object to the contractual employment during pre-nationalisation days or soon after nationalisation hence there should be no objection at this stage also. According to the union, the C.L. (R & A) Act has not come into effect just suddenly or overnight. The Act was brought on statute following a series of agitations and continued and renewed demands by working class and their Trade Unions.

5.5 As the tub-repairs or their maintenance is carried out very much in the mining areas it is a 'Mining Work' but it is very strange, observes the union, that through deposition of MW-3, the management has attempted to convey that 'Tub-Repairing work is a non-mining work'.

Tubs are device or means of transportation for coal. Maintenance or repairs of a device/means/equipment whether it is truck—transport or a conveyor transport is definitely connected with the main stream. Any slackness, idleness or lethargy in carrying out maintenance or repairs of tubs shall reflect on production. Like, dumper/tripper/shovel/conveyor, Tubs are also undoubtedly a 'Mining Transport Equipment'. Hence one can not imagine how the tub repair is not a mining job when it is a mining equipment. When repair/maintenance works of other transport equipment in the mines viz. dumper/tripper/shovel/conveyor are being done departmentally why keep contractual agencies for only tub-repairing work ?

5.6 Reverting once again to deposition of MW-3 it was highlighted that employer has departmental tub-repairs also. They are primarily engaged on work in the underground and at times they are used on surface also. Contractual Tub-repairing mazdoors are not in underground for one work or the other. Thus there has been no difference in the nature of work of departmental and contractual Tub-repairing mazdoors.

5.7 Reacting sharply on management's stand that contractual workers for Tub-repairing jobs if regularised will be burden on the company and cause financial impact etc., this will directly affect the cost of production, the union posed a question that when on the one hand the management calls Tub-Repairing work by contractors workers as "non-mining" then how will it adversely effect the cost of production? Management has failed to produce any relevant statistics to prove their stand on this score. Tub-Repairing workers are quite negligible in number when compared to the total departmental work force and with regularisation of contractors Tub-Repairing workers it will not have any visible or unbearable financial burden to this Gigantic Public Sector undertaking.

5.8 The C.L. (R & A) Act has as its objective :

- (i) Abolition of contract labour system on permanent and perennial nature of jobs.
- (ii) Regulating service/working conditions of contractors' workers in situation where prohibition is not there so as to avoid exploitation.

In any case, the Act is not meant to allow any employer to continue contract system under one pretext or the other. The employers in the instant case are taking undue advantage of the Act to justify contractual workers continuance throwing the spirit of the Act to the winds.

5.9 It has come out clearly during evidences that the contractual Tub-repairing workers on daily rate basis are also doing the same or similar work as being done by departmental workers. Principles of justice demand equal pay on par with the departmental workers to the contractual workers. The General Manager of a coal mine has no authority to add 'Employment in Coal' in the Schedule to the Minimum Wages Act nor has he the authority to fix the minimum wages hence fixing any schedule of rate with very low rates of wages is illegal, unfair and nothing but exploitation of labour, the Hon'ble Supreme Court in a recent judgement in CPWD case has laid down that the daily rated/casual workmen doing the same work as done by departmental workers should be paid same/similar wages. 'Equal pay for equal work' should be the principle. Denial of this is nothing but mere exploitation.

5.10 The learned Shri D. K. Rao while concluding his written arguments has pleaded that equity and justice demand that the contractual Tub-repairers should no more be discriminated. These Tub-repairing Mazdoors who have been working for years in Hasdeo

Area desirous of departmentalisation and freed from further exploitation by S.E.C.L., a Central Public Sector Undertaking which is an offshoot of a World Bank AID. The Union prayed that the Tribunal may hence award pay/wages equal to the departmental Tub-repairing Mazdoors from the date the Tub-repairing Mazdoors are doing such jobs under contractors.

6. Findings and substantive Award

On the basis of the arbitration agreement reached between the management of Hasdeo Area of SECL and the MPKMS (HMS) under Sub-section (1) of Section 10-A of the I.D. Act, 1947 agreeing to refer the instant dispute to my arbitration, the Central Government released an order on 6-3-89 for publication of the said agreement in pursuance of sub-section (3) of Section 10-A of the said Act. On its receipt by the arbitrator, the reference was numbered as 3 of 1989. The other three organisations of workers operating in Hasdeo Area who were concerned and interested in some dispute also signed arbitration agreements separately with the management of SECL, Hasdeo Area on 20th, 22nd and 23rd September, 1989. The Central Government released their arbitration agreements for publication on 5th October, 1989. The names of these unions, dates of their agreements, date of release of Central Government Orders and the reference number allotted by the Arbitrator are indicated hereunder :

Sl.No	Union	Date of Arbitration Agreement	Date of release of Govt. Orders	Reference No. allotted by Arbitrator
1.	R.K.K.M.S. (INTUC)	20.9.89	5.10.89	4 of 1989.
2.	S.K.M.S. (AITUC)	22.9.89	5.10.89	5 of 1989.
3.	N.C.W.E.	23.9.89	5.10.89	6 of 1989.

All these four references i.e., 3/89, 4/89, 5/89 and 6/89 relate to the same issue viz. the justifiability of the demand of the union for departmentalisation of contractual work/workers for Tub-Repairing Jobs of Hasdeo Area, hence common findings and a common substantive Award is being given based on their written statements, rejoinders, evidences—documentary oral and arguments—oral and written.

6.1 All the parties—S.E.C.L. and the Union were offered all reasonable and full opportunity to enable them to present their case right from the stage of filing their written statement upto and including submitting written arguments. I have examined and considered the respective relevant contentions of the parties.

6.2 Before examining other connected issues involved in this case, let me dispose of one aspect emphatically pleaded by Shri Vannan and Shri Mehta on behalf of employer regarding prayer to the Arbitrator to refer the issue to a committee under the C.L. (R & A) Act, 1970 or to Chief Labour Commissioner (Central) to examine whether the Tub-repairing job could not be carried on through contractual means. They have perhaps in mind the Central Advisory Contract Labour Board constituted under Section 3 of the C.L. (R & A) Act and/or the committee of the Board which the Central Board may constitute under Section 5(1) of the Act read with Rule 16(1) of the Contract Labour (Regulation and Abolition) Central Rules, 1971. It need not be overemphasised that the C.L. (R & A) Act is an exclusive legislation for the purposes of regulation or abolition of Contract Labour.

The special Act excludes the operation of general law. The I.D. Act is a general enactment which applies to all industries and all workmen coming within its fold and to every industrial dispute within the meaning of the Act. The C.L. (R & A) Act is a special enactment applicable only to the subject of contract labour. It is exclusive, self contained and specially made for meeting the special problem of contract labour. It is the appropriate Government which has the powers viz 10(1) of the C.L. (R & A) Act to consult the Central Board in matters relating to prohibition of employment of contract labour in any process, operation or other work in any establishment. It is only on a reference by the Govt. that the Board is required to take into consideration any/ every connected question. It can thus be concluded that the jurisdiction to decide about the abolition of contract labour or to prohibit the employment of contract labour has to be only in accordance with section 10. The question has to be left to be dealt with by the appropriate Government under the Act if it becomes necessary. Having taken recourse to voluntarily refer the instant dispute to arbitration under section 10-A of the I.D. Act, 1947, the employers should not expect the Arbitrator to do something which is beyond his competence. The arbitrator cannot give directions to Government in this regard. In any case, the terms of reference to me are for departmentalisation of contractual work/workers and not for abolition or prohibition of contract in Tub-repairing jobs. The employers suggestion is hence rather misconceived and irrelevant. Why adopt dilly dallying tactics once voluntarily the issue is referred for arbitration to get the industrial dispute resolved once for all which is lingering on for years.

6.3 The parties have strenuously argued over the point whether the Tub-repairing jobs for which besides the nucleus of permanent workers, the contractual workers are also employed, is incidental to and connected with the main activity of the coal industry and is of a perennial and permanent nature. The employers do not dispute that in the underground mines, Coal is blasted and loaded. For bringing the coal to surface, tubs are used. These tubs are loaded with coal underground and brought to the surface. The work of raising coal from underground in a Track-mining can not be imagined without tubs. The

tubs are always in use for raising coal from underground to the surface and from surface to the bucket/loading point. These tubs are a device or means of transportation for coal so produced underground. Maintenance or repairs of tubs in the mines premises is hence incidental to and necessary for the coal industry. I am of the view that the expression 'incidental to or necessary for or connected with' should be so construed so as to include any activity which has some nexus, even if remote, with the process of coal production. Maintenance of Tubs has rather a proximate relationship with the main activity of the coal mine.

6.3.1 Let me now examine the terms 'Permanent' and 'Perennial'. The term Perennial has been used in clause (b) of Sub-Section (2) of Section 10 of the C.L. (R&A) Act as well as in clause 11.5.1 of the N.C.W.A. III and IV but the term Permanent in this context is used in N.C.W.As only. The work 'Permanent' means 'lasting'. The expression engaged on a permanent nature of work throughout the year is intended to mean engaged on a permanent nature of work lasting throughout the year and not 'engaged throughout the year on a permanent nature of work'. The work should be of a permanent nature and should last throughout the year. In deposition/during cross examination management witnesses have said :—"So long as mines are working this tub repairing work as and when required will also continue as hitherto"—MW 1. "Jobs which have to be done continuously for a very long period is permanent work. Coal production is a permanent work. Tub are directly related to production of Coal"—MW 1. "Every activity of the mine is linked with production directly or indirectly. Without Tubs the production from underground is not possible" MW 2.

"The Tubs when prepared/repared by contractual workers are used for production of coal by the Company which is the Principal Employer"—MW 3.

Thus when the Tub-repairing job has been continuing from the beginning of the working of the coal mines and will continue till the coal mining industry is there and when coal production is a permanent work and Tubs are directly related to production one has to infer that the Tub-repairing work is a permanent work. Had there been any other inference why should the employer engage even a nucleus of permanent Tub-repairing mazdoors/Mistries?

6.3.2 The expression "Perennial nature" has been explained in the clause itself (clause (b) of Section 10(2) of the C.L. (R&A) Act, 1970) meaning,

"of sufficient duration having regard to the nature of industry, trade, business, manufacture or occupation carried on in that establishment".

The employers in their pleadings and their witnesses in their deposition have been denying the contentions of the union(s) that Tub-repairing work is of perennial nature.

They perhaps feel it is of intermittent or casual nature of work. The shorter Oxford Dictionary defines the word intermittent as "that intermittes or comes for time; coming or operating at intervals". As far as casual is concerned anything which is in the area of expectancy and can be foreseen cannot be aptly described as casual. Hence let us see whether the Tub-Repairing job is intermittent. The C.L. (R&A) Act does not define this term also. However, the explanation to Sub-section (5) of Section 1 merely says that work performed in an establishment shall not be deemed to be of an intermittent nature if it was performed for more than one hundred and twenty days in the preceding twelve months. In reference No. 3/89 the union has filed number of documents viz.—

W 23—The Colliery/unit wise summary of the year/month wise attendance of Tub-repairing Mazdoors.

W 24—A good number of affidavits sworn in by workmen before NOTARY of Executive Magistrate Mahendragarh.

W 25—Attendance Registers West JKD

(1) Dalbir Contractor 1979—August, 1984

(2) Bankelal Contractor 1982—do—

(3) Motilal Contractor 1982—November, 1985

These three attendance-cum-payment registers had been inspected by the then Labour Enforcement Officer (Central) Chirimiri on 3-12-86 and each register signed.

Remarks are :

Seen,

Signature : S. D. Singh

3-12-86

L.E.O. (C) Chirimiri.

The LEO(C), Chirimiri's visit to workshop of West JKD S.E.C.L. on 3-12-86 for inspection under C.L. (R&A) Act, 1970 is corroborated by document W 13 filed in Ref. 3/89. The register of Shri Bankelal also shows that in August, 1984 Shri Bankelal S/o. Chudami was working with 12 other workmen. Their attendances ranged between 21 and 26 days during that month and they were being paid then @ Rs. 8.40 per day. Most of the witnesses on behalf of workmen have deposed that they have been working for more than 7 to 10 years and they work on all the working days at the mines and do the tub-repairing jobs. In para 5 of its rejoinder the S.E.C.L. had admitted that Tub-repairing job is going on throughout the year but is not regular job. This all can not be termed as 'non-perennial' job as attempted to be projected by the management. I am inclined to believe the testimony of the workers witnesses as it is corroborated by documentary evidence produced before me.

6.4 Great emphasis has been laid by the parties in proving whether the Tub-repairing work is such which prohibits employment of contract labour for it. The

employers have filed one document at M—5 which is a circular letter dated 17-2-87 issued by Addl. Chief Personnel Manager, S.E.C.L. mentioning about the 3 notifications issued by the Ministry of Labour u/s. 10(1) of the C.L. (R & A) Act, 1970. Notification dated 1-3-77 is not relevant to the issue and notification dated 25-7-83 is also not relevant as it relates to coal washeries. The only notification which is relevant here is the one dated 1-2-75. But that stood superseded vide Ministry of Labour Notification dated 21-6-1988. However, in reference No. 3/89 the MPKMS (HMS) had filed the current notification (W 14).

Right from the stage of written statement filed on 8-5-89, the employers have been consistently holding a view that Tub-repairing is not a prohibited item under CL (R & A) Act, 1970. The Unions have expressed differently on this aspect :

Ref 6/89 "Tub repairing is also not enlisted in Prohibited category".

(Para 17 written arguments).

Ref 5/89 "List of Prohibited employment in Coal Mining notified by the Central Govt. under C.L. (R & A) Act is not all exhaustive and can not be so".

(Para 1 written arguments).

Ref 4/89 "Tub repairing job is directly connected with coal raising/production. Coal cannot be raised/produced without the use of Tubs in Track-mining.

The raising of coal is a prohibited category of work under section 10(1) of C.L. (R & A) Act. (Para 9 of written arguments).

Ref 3/89 "Tub repairing job is related directly with the production of coal and under the notification it is under the prohibited type of category".

(Para 5 of written arguments).

Those of the unions who expressed the view that existing notification does prohibit Tub-repairing work could not convince precisely and in cogent manner to enable one to agree with their view point. Their main thrust was that as Tub-repairing work is necessary for the coal mining and as it is permanent and of perennial nature the C.L. (R & A) prohibits automatically such work to be carried out by contractors/contract labour. Such an approach in such important matters can not stand to reason. Section 10 authorises the Government to prohibit the employment of contract labour in any process, operation or other work in any establishment. It has prohibited some operations/works in other industries including in non-coal mines viz. :—

Iron Ore Mines	Drilling & Blasting (among 2 other operations)	10.6.80
Lime Stone/ Dolomite and Manganese Mines	Overburden removal; Drilling & Blasting	15.12.79
Chrome Mines	Drilling and blasting; Transportation of overburden to dumps and Ore to stocking sites.	8.12.84
Mica Mines	Dewatering of mines; Muck removal, Drilling & blasting (among 2 other operations)	8.12.84

SCHEDULE

If Govt. had intended to prohibit Tub-repairing work by contract labour it could have included this operation or work by specific mention in its relevant notification. Since the Govt. is empowered to prohibit contract labour by following the procedure and in accordance with the provisions of the Act other forums including industrial Tribunal shall have no jurisdiction.

6.5 The wage structure and other conditions of service including the fringe benefits of the employees in the coal industry are covered under the recommendations of the Central Wage Board for the Coal Mining industry as accepted by the Govt. of India and made applicable, w.e.f. 15 August, 1967; the National Coal Wage Agreement I, II, III and IV. The provisions of N.C.W.A.-III are in operation from 1-1-83 and N.C.W.A. IV from 1-1-1987. These are industry-wise Bi-partite Agreements. The clause 11.5.1 of both these agreements are worded as follows which are identical in toto :—

"11.5.1 Industry shall not employ labour through contractor or engage contractors labour on jobs of Permanent and Perennial nature".

While the caption of this clause in 11.5 in N.C.W.A. III is "Abolition of contract labour" in NCWA-IV caption in 11.5.0 is merely "contract labour".

It was argued by the unions that due to their insistence to follow NCWAs in letter and spirit in this regard, the SECL management departmentalised the contractual work/workers engaged in coal Transportation work and then subsequently Mud-Pallet makers (Gota makers) vide agreement dated 27-12-86 reached by SECL Hasdeo Area management and 4 unions. Despite assurances to departmentalised Tub-repairing Mazdoors, the SECL did not honour its commitments in this regard so far.

6.6 The Unions in-ref. No. 3/89 and 6/89 had filed petitions before the arbitrator on 25-4-89 and 10-1-90 respectively praying for summoning inter-alia Registration Certificate under the C.L. (R & A) Act '70 in respect of Sub-Area/Coalleries in Hasdeo Area. Suitable directions were given accordingly to the management.

Notification dated

Buildings

Sweeping cleaning
dusting and watching
the buildings.

9.12.75

But till the end of the hearings, the Registration Certificate(s) were not filed. Inference was drawn that P.E.(s) had not obtained any Certificate of Registration as required u/s. 7 of the Act. Union in reference No. 3/89 pleaded that in the light of Karnataka High Court decision in F.C.I. vs Loading and Unloading workers Union 1987-I-LLJ-407 the Tub-repairing Mazdoors of the so called contractors would be the employees of S.E.C.L. In another case quoted by the Union 1988-LAB-I.C. 730, Punjab and Haryana High Court (F.C.I. vs P.O. C.G.I.T. Chandigarh and another, the Dy. Manager, F.C.I. in his affidavit had not mentioned that it possessed registration certificate for the relevant period hence that case is to be distinguished as the facts differ in the present case in arbitration.

In its rejoinder dated 16-8-89 in para 7, the employers had denied (in case No. 3/89) that provisions of C.L. (R & A) Act/Rules have been violated by the management in respect of registration etc. By not producing the Registration Certificate the employers had left the parties guessing as to when they had obtained it and was relevant for which period of time. However, depositions of two senior management witnesses are speaking in this behalf.

MW 1—Shri S. D. Tripathi : Cross by N.C.W.F. Dy. General Manager

“In my both units viz. West JKD and ‘B’ seam the mines are registered under C.L. (R&A) Act”.

MW-3—Shri S. K. Mitra : Cross by M.P.K.M.S. Sub-Area Manager (HMS)

“We have obtained Registration Certificate from the Registering Authority under the C.L. (R&A) Act and have sent the names of all contractors to the ALC(C)”.

It would have been in the fitness of things on the part of the employers to produce the registration certificates on their own and at least after these were prayed for by 2 unions and the arbitrator had directed them to do so but this was not done for the reasons best known to them. Anyway I have no reason to disbelieve the above extracted oral evidence tendered before me by two very senior officers functioning in Hasdeo Area (MW 1 and MW 3).

6.7 The management has been all through maintaining that no tub-repairing contractor was employing more than 20 persons hence they did not require any Licence under the C.L. (R&A) Act, 1970. No union has proved that any particular contractor who was legally required to obtain a licence had failed to do so.

6.8 It is an accepted position that for carrying out the work relating to (a) fitting of new Tubs and (b) Repairing/maintaining of existing Tubs the employers have two sets of workers, one the permanent Tub-repairing Mistries/Mazdoors on the rolls of the S.E.C.L. and other Contractual workers who are shown as employed by the contractors. Most of the ‘contractors’ are senior experienced hands who have been working themselves as ‘workman’. As per the list of the contractors engaged in Tub-repairing jobs

as furnished by the management on 9-3-90 in case No. 6/89, there are about 19 “contractors” in eleven units. One Shri DALBIR S/o Chitu who is one of the three contractors at West JKD Colliery ever since he was authorised to do the job of Tub-repairing vide Manager, West JKD Colliery's letter dated 5th March, 1976 has been working as a workman also. He deposed before me in that capacity on 17-4-90 as MW 1 in case No. 3/89. According to him there are 40 workmen who are divided in 3 gangs, the Incharges being Dalbir/Motilal/Bankelal who on papers are shown as contractors. He has been working as Tub-repairer since 1975-76. The Foreman of the company supervises their work and distributes the job. Sometimes the Engineers also visit workshops—the place where they work to supervise and check their work. He is illiterate and has merely picked up alphabets to enable him to affix signatures. The Foreman prepares bills and obtains his signatures. The cross examination was very revealing in which he stated that no work order is given to him and other gang incharges before the commencement of work. When Bills are prepared work orders are attached and their signatures obtained. After the bills are processed these are carried to Accounts department with pay orders by him, when Cash payment is made to him he equally distributes to individual workman of his gang. While paying the wages to workmen, their nagas (absence) are duly considered.

6.9 While the employers and their witnesses maintained that work of contractors is supervised by contractors themselves though Engineers, Managers may visit in between to check the work and its progress, the unions and their witness refuted it. In case No. 3/89 document at W 27 unfolds different picture according to which Supdt. (M)/Manager of Jhimar Colliery through office order dated 28-9-87 had asked Chargeman to look after the job of Tub-repairing in addition to his charge of No. 4 incline bunker.

This incumbent Shri Kesho Yadav had deposed before me as WW 3 in case No. 3/89. He has been working as F/M mechanical in Jhimar Colliery of Ramnagar Sub-Area. In that colliery there are departmental as well as Contractual workmen for Tub-repairing jobs. In cross examination he says “we have 2 gangs under 2 Incharges whom we call contractors or Incharges. Each gang has 10 workmen work allotment is explained and no work order is given.”

In March 1990 on management orders for production tempo, these 2 gangs were sent underground for tub-repairing work. All work in all through March was done underground and no tub-repairing job done in surface.”

6.10 This then amply shows that the contractual workers for tub-repairing work do not only work on surface/in workshop. They may be primarily meant for being engaged on work on surface but at times are being sent for work connected with TUBS in underground. Similarly the departmental Tub-repairing mazdoors are primarily engaged on work in underground and in spare time are used on surface also as

deposited by MW 3. The nature of work of contractual Tub-repairing mazdoors and departmental tub-repairing mazdoors is absolutely identical.

6.11 We have seen above what type of 'contractors' are engaged by the employers. The management does not enter into agreement for tub-repairing work as for all jobs involving less than Rs. 25,000 there is no agreement system in awarding contract work. The agreement is entered into SECL when at a time the work exceeds worth Rs. 25,000.

The awarding of work to contractors is done by S.A.Ms because they have financial powers in the hierarchy (Cross of MW 1 by Shri G.P. Sharma).

6.12 Truly speaking a contractor is a person who in the pursuit of an independent business, undertakes to do specific jobs of work for other persons without submitting himself to their control in respect of details of work. There is a clear cut distinction between a Contractor and a workman; and that the identifying work of the latter is that he should be under the control and supervision of the employer in respect of the details of the work. In the matter of directing what work the employee is to do but also the manner in which he shall do his work. How far the workmen—contractors in Tub-repairing work might be in a position to control and supervise is anybody's guess particularly when they are illiterate or at the most semilliterate.

6.13 Very divergent submissions have been made in regard to place of work of contractual labour on surface. Unions and oral evidences on their behalf holding that the work is done in collieries workshop and employers and deposition on their behalf maintaining it is not done in company's workshop. However, it is revealed that even if it is not done in workshop but done in tub-repairing sheds, it is very adjacent to the workshop. These sheds are prepared out of materials of the SECL. The sheds are very much within the precincts of the mine. Above all, the materials required for repairing and fitting of Tubs are supplied by the management. (Cross exam of MW 1 by MPKMS (HMS) in case No. 3/89.).

Thus, these contractual workmen work in Tub-repairing sheds or workshops and being within the precincts of the mine are included in the term "mine" as per section 2(1) (J) of the Mines Act as substituted in 1983. Further more, these workmen are also persons employed in a mine as per Section 2(1)(h) (iii) as they are servicing/maintaining/repairing Tubs which are "machinery used in or about the mine".

6.14 Much has been stated on the issue of vocational Training by both the parties. Those who work within the premises of the Mines whether direct employees of the employer or contractual workers are to be imparted vocational Training. The main purpose is to make them conversant with safety provision—safety of persons as well as safety of equipment. Relevant Rules framed under the Mines Act stipulate who all require Training. The training is required under chapter III of the Mines Vocational Training Rules, 1966 for employment in a mine on 2419 GI/90—18

surface, in open cast working/and below ground. These certificates do prove that its possessor had been "employed in a mine on surface/below ground." These certificates are granted by V.T. Officer who is normally an under-manager or Asstt. Manager in the capacity of Training Officer. In case No. 3/89 at exhibit W9 are specimen 39 VT Certificates. Duplicate copy is given to the Trainee and Original is with VT Centre. Thus, the employer does possess on record the details of many contractual workers in Tub-repairing jobs who have undergone this Training.

6.15 It is an admitted fact that the Tub-repairing jobs are done by the departmental workers as well as contractual workers. The work is same and similar in nature. The working conditions, working place also same. The job of both are in the same mine (workshop of T/R shed provided by the management). All materials and tools are also supplied by the Colliery management. Both sets work in the same establishment owned by the same management. The contractual work has been going on in the area from 1976 or so. Many contractors who as senior and experienced workers themselves are consistently been in position for a number of years. They work in gangs mostly consisting of 10 to 14 workers and they too have been working for a number of years. (The 3 attendance-cum-wages registers filed in reference 3/89 which were checked by Labour Enforcement Officer (Central), Chirimiri amply corroborate the findings.

6.16 While the demand for departmentalisation was taken up by the unions at IR system of Company including the Company HQs. and nothing tangible was coming out, MPKMS (HMS) filed a dispute before the ALC (C), Shahdol for different units in July 1986 and withdrawing it, a consolidated dispute was filed in July, 1987. The ID was mainly for regularisation of workers on company's roll and claiming arrears under NCWAS-II/III. The said Union's dispute was relating to named 175 workers from 10 units of Hasdeo Area. The Union had also filed a complaint on 1-12-87 before the CLC(C) New Delhi claiming equal wages for workmen at par with the principal employers' (Tub repairing mazdoor. The CLC(C) vide his letter dated 17-6-88 had asked the General Secretary, MPKMS (HMS) to furnish various details including Contractors Names/addresses, contractual workers' names addresses, names of departmental Tub repairs mazdoors etc.

The union had sent all these details on 4-7-88 to CLC(C). On employer's taking a stand that on the same issue an I.D. was pending before ALC (C) and it was likely to be settled in bipartite discussions/conciliation or arbitration, CLC's proceedings were closed on 17-8-88. In the meantime, the Hasdeo area authorities had collected details from their SAMs and as a policy decision was necessitated, the issue was examined in depth by the P.M. (HSD) and a note submitted to C.G.M. (HSD) in April, 1988 who in turn sent it to D.P. S.E.C.I.L. A copy to note was filed by the union as their document No. 13

(Pages 34 to 37). The employers' representative during the arbitration proceedings held on 18-8-89 had not admitted it. During the cross examination of MW-3 by Shri Nathulal of M.P.K.M.S. (HMS) on 22-5-90, this document was proved as MW-3 recognised signatures of both Shri G. K. Prasad, PM (HSD) and Shri P. N. Mathur, CGM (HSD). Further, during arguments on 12-7-90 during concluding observations SECL's representative observed that this 4 page notesheet was of the management and Union had managed to get its photostat copy without any authority. It was no doubt an internal note but it not being secret or confidential the Union, to substantiate this case had filed it as a document. After all in every judicial or quasijudicial proceedings the aim is to find the TRUTH. How can a material which is on record could be ignored? On the basis of list of workmen submitted by the Union to ALC(C)/CLC(C)/To management and enquiry already caused through SAMs even before April, 1988, now for the management to say that the Union's list may not be given cognizance does not appear to be proper, when the list at W-7 filed in case No. 3/89 was admitted and not denied by S.E.C.L. Similarly the RKKMS (INTUC) had filed a list of 26 workmen—22 from South JKD and 4 from North JKD during arbitration on 10-11-89 at W-8 in case No. 4/89. This document was also not denied by S.E.C.L.

6.16.1 The S.K.M.S. (AITUC) in case No. 5/89 and NCWF in case No. 6/89 had not filed any such list before arbitrator. However, in oral evidences the SKMS has produced two witnesses WW-1 & WW-2 both from Rajnagar Colliery, NCWF had produced two witnesses from Bijuri and one from Rajnagar. WW-1 was a ex-workman from Bijuri, WW-2 from Rajnagar Colliery and WW-3 from Bijuri deposed that they were contractual workmen on tub-repairing jobs. On minute scrutiny it reveals that the lists filed in cases 3/89 and 4/89 do not contain names from Rajnagar Colliery where 23 workers are reported to be working.

6.16.2 The management need not falter unnecessarily as being a public sector undertaking and law abiding employer, all records relating to contract labour must be being maintained by them under the Mines Act, 1952 viz.

(i) Names of all such contractual workmen in form B Register,

(ii) Record of attendances in Registers in Form-D or E. which are to be maintained by the Register keepers/attendance clerk who are company's direct employees and not of contractors. Clarification in regard to amended definition of 'a person employed in mine' given on 1-2-85 by Director of Mines Safety, Jabalpur, refers.

6.17 Let me now examine how the wages and other conditions of service in respect of departmental and contractual workers prevail. The workers engaged in tub repairing jobs and are on the rolls of company have been covered by Central Wage Board for the Coal Mining Industry and NCWAs-I, II and III and

currently NCWA-IV which is in force from 1st January, 1987. The tub-repairing mazdoor is placed in category-II and tub-repairing mistry in Cat.-IV.

We are concerned here with tub repairing mazdoors only. The Cat. II as per revised NCWA-IV carries pay scale of Rs. 39.34—0.85—51.24. The basic daily rate and D.A. both added enables a departmental tub-repairing mazdoors to get somewhere in the vicinity of Rs. 63 per day. So far as contractual workers on tub repairing jobs are concerned, the employers have been maintaining that they are on piece-rate but in fact they are not. The position is that there are rates fixed on piece-rate for different types of jobs involved in tub fitting and repairing. Depending upon the number of new tubs to be fitted and tubs to be maintained, sanction is obtained by the Colliery Manager and work assigned to the contractor on that basis. As deposed by MW-1 after every month the work done by the contractor depending on the items attended for which piece rate is fixed, the bill is prepared which is certified by the Colliery Engineer and the payment is made to the contractor. The G.M. schedule of rates presently, in vogue vide circular dated 29-1-83 document at M 1 is applicable to ancillary jobs like repairing of Coal Tubs got done through Petty Contractor. This specifies items of work and rates viz. complete fitting of the new coal tubs i.e. fitting of underframe, drawbar, pedestals, wheels and axles, coupling etc. = Rs 18.

The Petty Contractor, when he gets the amount in cash, he distributes it equally amongst all workmen of his gang including himself as deposed by one of the petty contractors Shri Dalbir S/o. Late Shri Chitu WW-1 in reference 3/89. The records show their "daily rate". The evidences on behalf of workers even in cross-examination have revealed that they get between Rs. 14 to 19 per day. The Petty contractors are paid for different types of jobs on Piece-rate basis but the Tub-repairing mazdoors are in practice paid time-rate. While some contractors pay Rs. 14 per day, in some collieries others pay Rs. 19 per day. This time rate payment to mazdoors has been proved through documents and workers depositions. What a substantial difference between this rate actually received by the contractors' workers and the amount of about Rs. 63 per day paid to the departmental tub-repairing workers!

6.18 A departmental tub-repairing mazdoor gets :

- (i) High basic wage,
- (ii) Special dearness allowance,
- (iii) Fixed D.A.
- (iv) Variable D.A.
- (v) Quarterly attendance Bonus at the rate of 10% of basic wage,
- (vi) Annual increment,
- (vii) Annual leave with wages,

- (viii) Sick leave at the rate of 15 days with full pay in a calendar year,
- (ix) Casual leave with pay,
- (x) Eight National/Festival Holidays,
- (xi) Medical facilities,
- (xii) Educational facilities,
- (xiii) Leave Travel Concessions etc. etc. as against all this, the contractual workers get only the daily rate ranging between Rs. 14 to 19.

6.19 The Hon'ble Supreme Court in number of decisions have held that if the employees are working in same or similar kind of work they are entitled to receive same or similar wages at par with the regular employees on the basis of "Equal pay for equal work" and there should be no discrimination in other conditions of service. Public Sector undertakings are expected to function like model and enlightened employers.

6.20 In S.E.C.L. it self, in other areas viz. Baikunthapur, Korba, Chirimiri, Sohagpur Tub-repairing work is done by departmental labour only.

In Hasdeo Areas itself in all the eleven units permanent Tub-repairing mazdoors/mistries are employed as nucleus. When the Tub-repairing work is necessary for Coal raising/productions, when the work is available all through the year further when it is done through regular workmen already in other areas and in Hasdeo area itself is no reason to allow it any further on contractual basis in Hasdeo area.

6.21 Scrutiny of a large number of documents filed, reveal that as back as in Feb. 1975 the M.P.C.W.F. had discussed the issue of entitlement to same benefits/facilities to the contractors' workmen as were available to their corresponding categories employed by Principal Employers. O.S.D. (IR)/C.M.A.A. (Western Divn.) Nagpur and M.P.C.W.F. discussions of 7-2-75 refer (W-6 in Case No. 6/89). Record note of area level meetings in March, 1986 between S.E.C.L. Hasdeo area and M.P.C.W.F. shows that departmentalisation of Tub-repairing Mazdoors, Gota makers is being taken in phased manner. (W-8 in Case No. 6/89). The battle over the issue was on and on. In Company level meetings held on 13-10-84 with the R.K.K.M.S. it was agreed by the then W.C. Ltd. Management that in regard to departmentalisation of Tub-repairing mazdoors, a final decision will be taken and communicated within a month. (W-1 in ref. No. 4/89). With M.P.K.M.S. (HMS), the discussions were held on various occasions. On 5-1-88 the record note (W-10 in ref. 3/89) says "the management has accepted the need for departmentalisation of Tub-repairing mazdoors of Hasdeo area. The management has not said 'no' to the union on this issue". The record note of 11-1-88 between Hasdeo Area officials and M.P.K.M.S. (HMS) (W-11 in ref. 3/89) shows that "the management had not

refused to departmentalise the work of tub-repairing [The management exercise in this respect has already started. The entire process is likely to be completed within next six months". The S.E.C.L. by giving such an assurance had requested the union to contain its agitation.

6.22 The issue before me is not for abolition of Contract system but merely of Justification in Union (s) demand for departmentalisation of contractual work/workers for Tub-repairing jobs. The management had time and again already expressed itself being inclined for departmentalising these workers as will be obvious from the preceding paragraph. My task has been made easy by management by going on record about it in various record notes and also by the unions by filing copies of such record notes as their documents.

6.23(A) In my view examined in above findings, there is full justification in the case of the Union(s) In the result, I hold that the demand of the Union for departmentalisation of contractual work/workers for Tub-repairing jobs in Hasdeo area is JUSTIFIED.

(B) As the issue has been alive for years and the Union(s) has been consistently pursuing it, the ends of justice will meet if the departmentalisation is done from 1st December, 1988 in which month the conciliation Officer (ALC(C) Shahdol) drew up a conciliation settlement making the S.E.C.L. Hasdeo Area management to agree for Arbitration and resolve the issue once for all.

(C) After departmentalising these workers, from 1-12-88 with all consequential benefits, if the management finds subsequently that there is overstaffing in this category, it may divert the excess Tub-repairing mazdoors in other jobs in any of the Sub-Areas of Hasdeo Area ensuring that they continue to get category II wages and all other benefits available to category II employees.

(D) In the circumstances of the case, no order as to costs.

I AWARD accordingly.

6.24 Before parting, I place on record the unstinted cooperation given to me by employers and the Union(s) during the Arbitration proceedings and for extending time, from time to time to enable me to release this AWARD.

H. G. BHAVE, Joint Chief Labour Commissioner
(Central) Retd. and

Arbitrator

Place : Nagpur

Date : August 30th, 1990.

[No. L-22025(4)/89-IR(Coal-II)/II]

RAJA LAL, Desk Officer

